

PUBLIC EXHIBITS VOLUME

RESPONSES TO ADDITIONAL INFORMATION REQUESTS

of the

**BOARD OF GOVERNORS OF THE FEDERAL RESERVE
SYSTEM**

on the

APPLICATION

of

BB&T CORPORATION

to Acquire by Merger

SUNTRUST BANKS, INC.

**pursuant to
Section 3 of the Bank Holding Company Act
and Regulation Y**

April 16, 2019

PUBLIC EXHIBITS VOLUME

BB&T CORPORATION

APRIL 16, 2019

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Public Exhibit 1

Additional Information on Certain Litigation (Redacted Version)

8. **On March 6, 2019, the Georgia Court of Appeals affirmed the decision by the Superior Court of Fulton County to certify a class action challenging SunTrust Bank's overdraft fee policy. See SunTrust Bank v. Bickerstaff, 2019 BL 76596, Ga. Ct. App., No. A18A1519, Mar. 6, 2019. With respect to this legal action, provide the following additional information:**
- a. the number of consumers alleged to have been harmed; and**
 - b. the relief sought.**

The Court of Appeals of Georgia did affirm the decision by the State Court of Fulton County (the appeals court incorrectly stated it was the Superior Court) on March 6, 2019. [REDACTED]

The class certified by the State Court of Fulton County consists of:

Every Georgia citizen who had or has one or more accounts with SunTrust Bank and who, from, July 12, 2006, to October 6, 2017 (i) had at least one overdraft of \$500.00 or less resulting from an ATM or debit card transaction (the "Transaction"); (ii) paid any Overdraft Fees as a result of the Transaction; and (iii) did not receive a refund of those Fees.

In its order certifying the class, however, the State Court of Fulton County noted that "[t]he parties disagree about the scope of the class; the arguments raised by SunTrust are more appropriately addressed at a later time, rather than at the time of class certification."

[REDACTED] the State Court of Fulton County noted, "SunTrust stipulated that over 1,000 of its customers in Georgia have been assessed an overdraft fee during the stipulated putative class period, July 12, 2006 – July 12, 2010. ... Plaintiff's counsel estimates the number could be in the tens of thousands."

In its First Amended Complaint, Plaintiff prayed for the following relief in this action:

1. Trial by jury on all issues so triable;
2. Judgment entered in favor of Plaintiff and all Class Members and against SunTrust in the amount to be determined by the jury at trial;
3. Forfeiture and refund of all interest (Overdraft Fees and Extended Overdraft Fees) assessed and collected by SunTrust in connection with SunTrust's advance of money to Plaintiff and the Class Members in connection with SunTrust's Automated Overdraft Program, which interest violated O.C.G.A. §§ 7-4-2(a)(2) and/or 7-4-18(a);
4. Actual damages;

5. Pre-judgment interest at the maximum rate permitted by applicable law;
and
6. Such other relief as this Court deems just and proper.

Request: Other than those matters discussed in Note 21 to Item 8 of SunTrust’s 2018 10-K, describe any additional class action litigation matters that are currently pending or were resolved within the last two years involving BB&T, SunTrust, or subsidiaries of either of the foregoing.

SUNTRUST MATTERS:

Matter	Start Date	Close Date	Entity	Description of Matter
American Renal Associates Holding Class Action Securities Litigation	February 1, 2017	June 15, 2018	SunTrust Robinson Humphrey, Inc.	This was a securities class action arising out of the April 2016 initial public offering for American Renal Associates Holdings, Inc. (“ARA”), a company that provides outpatient dialysis services. The complaint alleged violations of Section 11 of the Securities Act of 1933 by the underwriters based on allegations that the offering materials failed to disclose known trends, events, and uncertainties, as well as significant known risks, concerning ARA’s alleged steering of dialysis patients insured by Medicare and Medicaid to commercial insurance plans by paying those patients’ premiums through an industry-funded non-profit organization. SunTrust Robinson Humphrey, Inc. (“STRH”) acted as a joint book-running manager in the offering and underwrote approximately \$13 MM of the stock. [REDACTED]. ARA settled the matter by agreeing to pay a total of \$4 MM to the class. STRH did not participate in the payment but received a release of all claims.
Blankenship, Herbert v. SunTrust Bank, Greensky	January 20, 2017	July 24, 2017	SunTrust Bank	This suit against SunTrust Bank (“SunTrust”) and GreenSky, LLC was related to a loan for a home repair contract. Plaintiff claimed that the services provided violated state and federal consumer protection laws because he was pressured into entering into a contract for repair of his roof, SunTrust did not provide adequate disclosures for the loan, and GreenSky is not properly licensed to conduct business in the State of Maryland. Plaintiff sought to represent a class of similar borrowers against SunTrust for violation of the Truth in Lending Act, the Maryland Declaratory Judgment Act and the Maryland Consumer Protection Act and for restitution and unjust enrichment. The matter settled with GreenSky agreeing to pay the settlement amount.

Matter	Start Date	Close Date	Entity	Description of Matter
Blue Apron Holdings Class Action Securities Litigation	August 18, 2017	February 27, 2018	SunTrust Robinson Humphrey, Inc.	This was a securities class action arising out of the initial public offering (“IPO”) for Blue Apron Holdings, Inc. Plaintiff alleged that the Registration Statement and Prospectus issued in connection with the IPO contained false and misleading information concerning Blue Apron’s business and operations. Plaintiff brought claims under Sections 11 and 12(a)(2) of the Securities Act of 1933 for the following alleged actions: (1) for the alleged false and misleading information in the Registration Statement, (2) for alleged omissions of facts necessary to make the statements made in the Registration Statement not misleading, and (3) for omission to state material facts required to be stated in the Registration Statement. Plaintiff brought action against Blue Apron, certain of its officers and directors, and the underwriters of the IPO, including SunTrust Robinson Humphrey, Inc. (“STRH”). STRH’s share of the underwriting was \$15 MM. [REDACTED] The case was voluntary dismissed against the underwriters.
Fitbit, Inc. Class Action Securities Litigation	April 28, 2016	May 8, 2018	SunTrust Robinson Humphrey, Inc.	This matter involved a series of securities class actions brought on behalf of purchasers of common stock of Fitbit, Inc. (“Fitbit”) filed in state and federal court. Plaintiffs brought claims against Fitbit and its underwriters, including claims against SunTrust Robinson Humphrey, Inc. (“STRH”). Plaintiffs sought unspecified damages. [REDACTED] Fitbit agreed to a settlement of this class action which included a full release of all underwriters, including STRH, at no cost to STRH.
Gomez, Andres v SunTrust Banks, Inc.	February 28, 2018	August 7, 2018	SunTrust Banks, Inc.	Plaintiff brought suit against SunTrust Banks, Inc. (“SunTrust”) alleging that SunTrust’s website, SunTrust.com, was not fully accessible or usable by visually impaired individuals in violation of Title III of the Americans with Disabilities Act (“ADA”). Plaintiff further alleged that the website did not properly interact with screen reader software in a manner that allows those with a visual impairment to enjoy the website, nor did it provide other means to accommodate the blind and visually impaired. Plaintiff sought unspecified damages. A settlement was reached in which SunTrust agreed to pay \$15,000 and make agreed to changes to its website.

Matter	Start Date	Close Date	Entity	Description of Matter
In re: STI ERISA (401K Plan)	October 26, 2009	June 28, 2018	SunTrust Banks, Inc.	This lawsuit, brought on behalf of beneficiaries of the SunTrust Banks, Inc. 401K plan, alleged that including SunTrust Common Stock in the plan was an imprudent investment during the class period because of, among other reasons, the Company's credit exposure with respect to both residential and commercial lending and related mismanagement as well as illiquidity of certain of the company's financial assets, including mortgage-backed securities, which exposed the plan to huge losses. The matter was settled with SunTrust agreeing to pay the class \$4.75 MM.
J.Jill, Inc. Class Action Securities Litigation	October 24, 2017	December 20, 2018	SunTrust Robinson Humphrey, Inc.	SunTrust Robinson Humphrey, Inc. ("STRH") and other underwriters of the initial public offering ("IPO") of J.Jill, Inc. shares were defendants in a putative securities class action along with J.Jill and certain of its officers and directors. Plaintiff generally alleged that the IPO's Registration Statement and the prospectus contained material untrue statements and omitted material facts required to be stated in order to make the statements not misleading. In particular, Plaintiff alleged that the Registration Statement's representations concerning the company's total comparable company sales were untrue and allegedly failed to disclose that at the time of the offering, the rate of increase in J.Jill's total comparable company sales had allegedly materially declined. Furthermore, Plaintiff alleged that the Registration Statement's representations concerning the company's direct sales were untrue and allegedly failed to disclose the company's direct sales were allegedly not growing. Plaintiff asserted that all the defendants were directly liable under Section 11 of the Securities Act of 1933 (1) for the alleged false and misleading information in the Registration Statement, (2) for alleged omissions of facts necessary to make the statements made in the Registration Statement not misleading, and (3) for omission to state material facts required to be stated in the Registration Statement. STRH underwrote \$4.55 MM in the IPO. [REDACTED] Plaintiff dismissed certain underwriters, including STRH, from the litigation.

Matter	Start Date	Close Date	Entity	Description of Matter
LeRoy, Angelica, et al v. SunTrust Bank	May 16, 2018	June 27, 2018	SunTrust Bank	Plaintiffs, three deposit customers, filed a class action alleging that SunTrust Bank failed to secure and safeguard its customers' personally identifiable information (PII) and such was compromised. Further, Plaintiffs alleged that SunTrust failed to timely notify customers of such a compromise. Plaintiffs sought to represent a class of all deposit account holders and bring claims for breach of implied contract, negligence, negligence per se, unjust enrichment, violation of the Georgia Fair Business Practices Act and for a declaratory judgment. Plaintiffs sought unspecified damages and equitable relief. Upon motion by SunTrust, the Court ordered Plaintiffs' claims to individual arbitration and no such claims were filed.
McZeal, Al et al. v. Bank of America et al.	September 19, 2011	May 30, 2018	SunTrust Mortgage, Inc.	A number of plaintiffs alleged that various defendants improperly foreclosed on their mortgages, including Liana Munden, who had a mortgage that was serviced by SunTrust Mortgage, Inc. The plaintiffs did not make factual allegations about what specifically was done improperly but attempted to bring a class action for claims of conspiracy to violate RICO, conspiracy to violate TILA, violations of the FDCPA and securities fraud, as well as a number of other individual claims. Plaintiffs claimed to bring the matter as a class action. The Court dismissed the case and the decision was affirmed on appeal.
Sandoval, Jennifer, et al. v. SunTrust Mortgage, Inc. et al.	September 15, 2016	November 22, 2017	SunTrust Mortgage, Inc.	Plaintiff alleged that SunTrust Mortgage, Inc. and co-defendant Ronald R. Wolfe (in its capacity as a debt collector) allegedly charged Plaintiff "estimated amounts" and excessive amounts for third-party services to reinstate her mortgage and avoid foreclosure. Plaintiff attempted to bring this action on behalf of all other Florida borrowers who requested reinstatement information. Plaintiff brought claims for violations of the Fair Debt Collection Practices Act, the Florida Consumer Collection Practices Act (FCCPA), and the Real Estate Settlement Procedures Act. The Plaintiff sought unspecified actual and statutory damages, costs and attorneys' fees. In federal court, this class action was dismissed with prejudice on all counts except the Florida Consumer Collection Practices Act claim, which was dismissed without prejudice. When the matter was refiled in the Miami-Dade Circuit Court, the parties settled the only claim in this class action, alleged violations of the FCCPA, on an individual basis for \$40,000 and the case was dismissed with prejudice.

Matter	Start Date	Close Date	Entity	Description of Matter
Snap Inc. Class Action Securities Litigation	May 23, 2017	May 8, 2018	SunTrust Robinson Humphrey, Inc.	This was a securities class action arising out of the initial public offering of Snap Inc. ("Snap"), an American technology and social media company that developed a text and photo based messaging application for mobile phones, that is known as Snapchat, and its underwriters, including SunTrust Robinson Humphrey, Inc., alleged violations of the Securities Act. The complaint alleged violations of Sections 11 and 12 of the Securities Act of 1933 by the underwriters based on allegations that the registration and offering materials contained inaccurate, misleading, and/or untrue statements of material facts, and/or omitted to state other facts necessary in order to make the statements made not misleading. ██████████ ██████ Plaintiffs voluntarily dismissed a number of the underwriters from the case, including STRH.
Sunrun, Inc. Class Action Securities Litigation	April 13, 2016	December 14, 2018	SunTrust Robinson Humphrey, Inc.	This matter involved a series of securities class actions brought on behalf of purchasers of common stock of Sunrun, Inc. ("Sunrun") filed in state and federal court. Plaintiffs brought claims against Sunrun and its underwriters, including claims against SunTrust Robinson Humphrey, Inc. ("STRH"). Plaintiffs sought unspecified damages. ██████████ Sunrun agreed to a settlement of this class action which includes a full release of all underwriters, including STRH, at no cost to STRH.
Thurmond, Christopher, et al. v. SunTrust Banks, Inc., et al.	February 28, 2011	May 2, 2017	SunTrust Mortgage, Inc.	Plaintiffs originated with SunTrust Mortgage, Inc. ("SunTrust") a residential mortgage loan and alleged that SunTrust entered into illegal "captive reinsurance" arrangements with its primary private mortgage insurers. Specifically, Plaintiffs alleged that SunTrust's selection of private mortgage insurers who agreed to reinsure loans with SunTrust's captive reinsurer, which then received a portion of the borrower's insurance premium, is an agreement that yielded illegal kickbacks and claimed violations of the Real Estate Settlement Procedures Act (RESPA) and brought a claim for unjust enrichment. Plaintiffs purported to represent a nationwide class of borrowers. SunTrust settled this matter by agreeing to pay \$52,000.

Matter	Start Date	Close Date	Entity	Description of Matter
Trapp, Michele A. v. SunTrust Bank	November 9, 2015	August 15, 2017	SunTrust Bank	Plaintiff brought a putative class action against SunTrust Bank on behalf of herself and a class of borrowers who received adverse action notices regarding their applications of credit indicating that credit was denied because “additional information was required.” Plaintiff alleged that such notice is not specific enough and brought claims under the Equal Credit Opportunity Act (“ECOA”). Plaintiff sought \$10,000 per violation for each class member, plus attorneys’ fees and costs. The court dismissed the case on jurisdictional grounds that Plaintiff had no recoverable injury and in the alternative granted summary judgment. The dismissal on jurisdictional grounds was upheld on appeal.
Young, Jeffery et al. v. SunTrust Mortgage, Inc. et al.	June 25, 2013	December 20, 2017	SunTrust Mortgage, Inc. and SunTrust Banks, Inc.	This was a putative class action related to the Fair Credit Reporting Act in which the Plaintiffs alleged that SunTrust Mortgage, Inc. and SunTrust Banks, Inc. (collectively “SunTrust”) agreed to a short sale of property but reported it as a foreclosure, and SunTrust subsequently reported the short sale as settled for less than the full payment rather than as a full payment. Plaintiffs brought claims on behalf of all borrowers for which SunTrust reported foreclosure information even though a foreclosure proceeding was not filed against the individual in a court of law. Plaintiffs sought unspecified statutory damages, punitive damages, costs, expenses, and attorneys’ fees. The matter settled with SunTrust agreeing to pay \$87,500.
ADT Inc. Class Action Securities Litigation	March 21, 2018		SunTrust Robinson Humphrey, Inc.	SunTrust Robinson Humphrey, Inc. (“STRH”) and the other underwriters of the January 22, 2018 Initial Public Offering (“IPO”) of ADT, Inc. (“ADT”) have been sued in a putative securities class action. Plaintiff generally alleges that the IPO Documents, along with other publicly filed documents issued by ADT, contained false and misleading information concerning ADT’s business and operations. Plaintiff asserts that the underwriters are directly liable under Section 11 and 12 of the Securities Act of 1933 for the alleged materially misleading registration statement and prospectus in the IPO. STRH’s share of the underwriting was \$16,905,000. [REDACTED]

Matter	Start Date	Close Date	Entity	Description of Matter
Alibaba Class Action Securities Litigation	October 5, 2015		SunTrust Robinson Humphrey, Inc.	Three separate but nearly identical complaints were filed in California alleging material misstatements or omissions in the prospectus used in the initial public offering of Alibaba Group Holdings Limited. SunTrust Robinson Humphrey, Inc. has been named as one of the underwriter defendants.
Bd of County Comm Cleveland, OK v. MERS Corp. et al.	April 20, 2012		SunTrust Mortgage, Inc.	Plaintiff alleges that MERS, along with various of its members, including SunTrust Mortgage, Inc., violated state law by failing to record every mortgage assignment and not paying recording fees. Plaintiff filed the case as a class action and purports to represent other counties. As relief, Plaintiff seeks an injunction (i.e. to compel defendants to record all future mortgage and mortgage assignments regardless of the use of MERS) and disgorgement from Defendants of all benefits obtained (i.e. payment of recording fees for all prior mortgage assignments not recorded) by not paying the fees on all past mortgage assignments.
ConAgra Brands, Inc Class Action Securities Litigation	February 22, 2019		SunTrust Robinson Humphrey, Inc.	This is a securities class action related to the Secondary Public Offering ("SPO") of ConAgra Brands, Inc. ("ConAgra") shares. Plaintiff generally alleges that the SPO's Registration Statement along with the associated prospectus and prospectus supplement ("Offering Documents") contained allegedly materially untrue and misleading statements and/or allegedly omitted to state facts necessary to make the statements made not misleading. The complaint alleges that the underwriters, including SunTrust Robinson Humphrey, Inc. ("STRH"), are liable for the alleged false and misleading information and/or omissions related to the Offering Documents under Sections 11 and 12(a)(2) of the Securities Act of 1933. STRH's share of the underwriting was \$11.5 MM. [REDACTED]

Matter	Start Date	Close Date	Entity	Description of Matter
Davis, Sonya et al. v. SunTrust Mortgage, Inc., et al.	October 17, 2016		SunTrust Mortgage, Inc.	A number of individual Plaintiffs have attempted to bring a class action that generally alleges that Defendants (including MERS, SunTrust Mortgage, Inc. and other mortgage companies) stole their identity. [REDACTED] the complaint broadly challenges the mortgage securitization process, use of MERS, and alleges that Plaintiffs' financial information has been misappropriated. It purports to assert claims for alleged violations of: (1) the Stored Communications Act; (2) the Gramm-Leach Bliley Act; (3) the Illinois Consumer Fraud and Deceptive Trade Practices Act; (4) "Invasion of Privacy" and similar claims; (5) RESPA; (6) FCRA; (7) unjust enrichment; and (8) injunctive and declaratory relief. Plaintiffs seek unspecified actual, compensatory, statutory, and punitive damages.
Endo International PLC Class Action Secs Lit	February 28, 2017		SunTrust Robinson Humphrey, Inc.	This is a securities class action arising out of the June 5, 2015 secondary public offering for Endo International ("Endo"), a company that develops, manufactures and distributes pharmaceutical products. The complaint generally alleges that the Registration Statement and Prospectus issued in connection with the secondary offering failed to disclose certain allegedly material information, including negative trends in Endo's generic pharmaceuticals business caused by the federal government's "up-scheduling" of hydrocodone to a more restrictive category of controlled substances in 2014. The complaint advances claims against the underwriters, including SunTrust Robinson Humphrey, Inc. ("STRH"), under Sections 11 and 12(a)(2) of the Securities Act of 1933 and seeks unspecified compensatory damages, recession damages, and cost of expenses and attorneys' fees. STRH's share of the underwriting was approximately \$27.6 MM. [REDACTED] [REDACTED]

Matter	Start Date	Close Date	Entity	Description of Matter
Funko, Inc. Class Actions Securities Litigation	November 16, 2017		SunTrust Robinson Humphrey, Inc.	SunTrust Robinson Humphrey, Inc. ("STRH") and the other underwriters of the November 3, 2017 Initial Public Offering ("IPO") of Funko, Inc. ("Funko") shares are defendants in a putative securities class action along with Funko and certain of its officers and directors. Plaintiff generally alleges that the IPO documents, along with other publicly filed documents issued by Funko, contained false and misleading information concerning Funko's business and operations. Plaintiff asserts that all the defendants are directly liable under Section 11 and 12 of the Securities Act of 1933 for the alleged materially misleading registration statements and prospectus in the IPO. STRH underwrote \$3.3 MM in the IPO. [REDACTED]
Greensky Class Action Securities Litigation	November 15, 2018		SunTrust Robinson Humphrey, Inc.	SunTrust Robinson Humphrey, Inc. ("STRH") and the other underwriters of the May 25, 2018 Initial Public Offering ("IPO") of Greensky, Inc. ("Greensky") shares have been sued in a putative securities class action. Plaintiff generally alleges that the IPO Registration Statement, along with various Greensky press releases (collectively referred to as the "IPO Documents") contained false and/or misleading information and/or failed to disclose material adverse facts concerning Greensky's business and operations. The complaint alleges that all defendants are directly liable for the alleged false and misleading information in the Registration Statement and Prospectus under Sections 11, 12 and 15 of Securities Act of 1933. STRH's share of the underwriting was \$23,598,000. [REDACTED]
Parshall, Paul, et al. v. SunTrust Banks, Inc. et al.	March 20, 2019		SunTrust Banks, Inc. and BB&T Corporation	This is a class action brought by an individual shareholder against SunTrust Banks, Inc. ("SunTrust"), the members of SunTrust's board of directors (the "Board"), and BB&T Corporation ("BB&T") for alleged violations of the Securities Exchange Act of 1934, in connection with the proposed acquisition of SunTrust by BB&T. Plaintiff alleges that the Defendants filed a materially incomplete and misleading Registration Statement regarding the proposed merger. Plaintiff further alleges that the consideration SunTrust stockholders will receive is unfair to the stockholders. Plaintiff seeks to enjoin Defendants from taking any steps to consummate the transaction until the material disclosures are made and seeks unspecified damages and costs.

Matter	Start Date	Close Date	Entity	Description of Matter
Patriot National Class Action Securities Litigation	January 12, 2018		SunTrust Robinson Humphrey, Inc.	SunTrust Robinson Humphrey, Inc. ("STRH") and the other underwriters of the January 15, 2015 Initial Public Offering ("IPO") of Patriot National ("Patriot") shares were sued in a putative securities class action. Plaintiff generally alleges that the IPO documents, along with other publicly filed documents issued by Patriot, contained false and misleading information concerning Patriot's business and operations. Plaintiff brings claims under Section 11 and 12 of the Securities Act of 1933. STRH's share of the underwriting was \$1,663,140.
Plains All American Pipeline Class Action Securities Litigation	March 1, 2016		SunTrust Robinson Humphrey, Inc.	Plaintiffs assert claims for violation of Sections 11 and 12(a)(2) of the Securities Act of 1933 (the "1933 Act").
ProNAi Therapeutics, Inc. Class Action Securities Litigation	November 18, 2016		SunTrust Robinson Humphrey, Inc.	This is a securities class action arising out of the July 2015 initial public offering for ProNAi Therapeutics, Inc. ("ProNAi"), a clinical-stage oncology company developing therapeutics based on ProNAi's proprietary NDA interference (DNAi) technology platform. At the time of the IPO, ProNAi's lead product was undergoing Phase 2 clinical trials. In June 2016, the Company announced weak interim results from the clinical trials and suspended development of its lead product. Plaintiff alleges that, on this news, ProNAi's stock price plummeted and asserts that representations in the IPO registration statement regarding the efficacy of ProNAi's lead product were materially false and misleading. Plaintiff alleges claims for violation of the Securities Act against ProNAi as well as its underwriters, including SunTrust Robinson Humphrey, Inc. ("STRH"). Plaintiff seeks an unspecified amount of compensatory damages. STRH's share of the underwriting was just under \$16 million. [REDACTED]
Randle, Tracy, et al. v. SunTrust Banks, Inc., et al.	June 26, 2018		SunTrust Banks, Inc. and SunTrust Investment Services, Inc.	Plaintiffs filed a class action suit on behalf of themselves and other similarly-situated African American Financial Advisors alleging SunTrust discriminated against them by denying them favorable business opportunities, compensation, and other unspecified terms and conditions of employment because of their race. Plaintiffs also allege that they suffered retaliation for complaining of their unlawful treatment. Plaintiffs seek compensatory and punitive damages, prejudgment interest, attorneys' fees and costs, and injunctive relief.

Matter	Start Date	Close Date	Entity	Description of Matter
SunTrust Bank v. Andre Brotman, et al. (Counterclaim)	June 15, 2018		SunTrust Bank	Borrower filed a class action counterclaim in response to a collection action on a line of credit that was past due. Borrower alleges that although SunTrust Bank filed the deed of trust in the land records, it failed to file the note and is required to do so under Maryland law. Borrower seeks to represent a class of other Maryland borrowers. The suit brings a claim for violation of the Maryland Credit Grantor Revolving Credit Act and seeks unspecified statutory damages and interest.
Tetraphase Pharmaceuticals Class Actions Securities Litigation	July 27, 2018		SunTrust Robinson Humphrey, Inc.	<p>SunTrust Robinson Humphrey, Inc. ("STRH") and the other underwriters of the Secondary Public Offering ("SPO") of Tetraphase Pharmaceuticals, Inc. ("Tetraphase") shares are among the defendants named in a putative securities class action. The other defendants include Tetraphase and certain of its officers and directors. Plaintiff generally alleges that the SPO Registration Statement, along with other publicly filed materials issued by Tetraphase such as the SPO related prospectuses and various Tetraphase press releases contained false and/or misleading information and/or failed to disclose material adverse facts concerning Tetra phase's business, operations, and prospects specifically as it related to the drug eravacycline and/or the IGNITE3 trial. Plaintiff asserts that STRH and other defendants are directly liable under Section 11 of the Securities Act of 1933. STRH underwrote approximately \$7.8 MM of the stock.</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

Matter	Start Date	Close Date	Entity	Description of Matter
Under Armour Securities Litigation	August 4, 2017		SunTrust Robinson Humphrey, Inc.	SunTrust Robinson Humphrey, Inc. ("STRH") and other underwriters of the \$600 million Under Armour ("UA") offering of senior unsecured notes are defendants in a putative securities class action. The other defendants include UA and certain of its officers and directors. Plaintiffs generally allege that the Registration Statement and other offering materials contained various untrue, false, and misleading statements or omitted material facts. Plaintiffs allege that STRH along with certain other underwriters helped to draft and disseminate the offering materials; that none of the named Securities Act Defendants (including STRH) made a reasonable investigation or possessed reasonable grounds for the belief that the statements contained in the Registration Statement were true and without omissions of any material facts and were not misleading; and that all defendants are directly liable for the alleged untrue, false, and misleading statements and omissions related to the Registration Statement under Section 11 of the Securities Act of 1933, and that UA and the officer-and-director defendants are subject to secondary liability under Section 15 of the Securities Act. STRH's share of the underwriting was \$24 MM. [REDACTED]
United States Steel Corporation Class Action Securities Litigation	October 2, 2017		SunTrust Robinson Humphrey, Inc.	This is a securities class action arising out of the secondary public offering of United States Steel Corporation ("US Steel") and its underwriters, including SunTrust Robinson Humphrey, Inc. ("STRH"), alleging violations of the Securities Act. The complaint alleges violations of Section 11 of the Securities Act of 1933 by the underwriters based on allegations that the registration and offering materials contained inaccurate, misleading, and/or untrue statements of material facts, and/or omitted to state other facts necessary in order to make the statements made not misleading. STRH underwrote \$6 MM in the offering. [REDACTED]

Matter	Start Date	Close Date	Entity	Description of Matter
Valeant Pharmaceutical International Inc. Class Action Securities Litigation	June 24, 2016		SunTrust Robinson Humphrey, Inc.	A pending securities class action brought on behalf of purchasers of certain securities of Valeant Pharmaceutical International Inc. ("Valeant") was recently amended to include claims against STRH. The claims against SunTrust relate to its role as an underwriter of offerings of Valeant's 5.625% senior notes on December 2, 2013, Valeant's 5.50% senior unsecured notes on January 30, 2015, and Valeant's 5.735% senior unsecured notes, 5.875% senior unsecured notes, 4.50% senior unsecured notes and 6.125% senior unsecured notes on March 27, 2015. The other defendants include Valeant, certain officers and directors of Valeant, and the other underwriters that participated in these and other offerings. The amended complaint alleges that the offering documents for the offerings, as well as other public filings by Valeant, contained false and misleading statements regarding Valeant's business.
Venator Materials PLC Class Action Securities Litigation	March 4, 2019		SunTrust Robinson Humphrey, Inc.	SunTrust Robinson Humphrey, Inc. ("STRH") and the other underwriters of the of the Initial Public Offering ("IPO") and/or the Secondary Public Offering ("SPO") of Venator Materials PLC ("Venator") shares are among the defendants named in a putative securities class action. The other defendants include Venator and certain of its officers and directors. As it relates to the underwriters, Plaintiff generally alleges that the IPO and/or SPO's Registration Statements along with the associated prospectuses (collectively referred to as the "Offering Documents"), contained allegedly materially untrue and misleading statements and/or allegedly omitted to state facts necessary to make the statements made not misleading. The complaint alleges that defendants including STRH are liable for the alleged false and misleading information and/or omissions related to the Offering Documents under Sections 11 and 12(a)(2) of the Securities Act of 1933. STRH's share of the underwritings were approximately \$22 Million. [REDACTED]

Matter	Start Date	Close Date	Entity	Description of Matter
WideOpen West, Inc. Class Action Securities Litigation	June 27, 2018		SunTrust Robinson Humphrey, Inc.	SunTrust Robinson Humphrey, Inc. ("STRH") and the other underwriters of the Initial Public Offering ("IPO") of WideOpen West, Inc. ("WOW") shares are defendants named in a putative securities class action. Plaintiff generally alleges that the IPO Documents, along with other publicly filed documents issued by WOW, contained false and misleading information concerning WOW's business and operations. Plaintiff further asserts that defendants are directly liable under Section 11 and 15 of the Securities Act of 1933 for the alleged materially misleading registration statement and prospectus in the IPO. STRH's share of the underwriting was \$39,214,993. [REDACTED]
Parshall, Paul, et al. v. SunTrust Banks, Inc., et al.	March 20, 2019 (filed); no service to date		SunTrust Banks, Inc.	This is a matter brought by an individual shareholder as a class action against SunTrust Banks, Inc. ("SunTrust"), the members of SunTrust's board of directors, and BB&T Corporation ("BB&T") for alleged violations of the Securities Exchange Act of 1934, in connection with the proposed merger of SunTrust and BB&T. Plaintiff alleges that the Defendants filed a materially incomplete and misleading Registration Statement regarding the proposed merger. Plaintiff seeks to enjoin Defendants from taking any steps to consummate the transaction until the material disclosures are made and seeks unspecified damages and costs.
LR Trust, et al. v. SunTrust Banks, Inc., et al.	April 10, 2019 (filed); no service to date		SunTrust Banks, Inc.	This is a matter brought by an individual shareholder as a class action against SunTrust Banks, Inc. ("SunTrust") and the members of SunTrust's board of directors for alleged violations of the Securities Exchange Act of 1934, in connection with the proposed merger of SunTrust and BB&T Corporation ("BB&T"). Plaintiff alleges that the Defendants filed a materially incomplete and misleading Registration Statement regarding the proposed merger. Plaintiff seeks to enjoin Defendants from taking any steps to consummate the transaction until the material disclosures are made and seeks unspecified damages and costs.

BB&T Matters

CURRENTLY PENDING

JULIO ALEJO, et al. v. NATIONSTAR MORTGAGE, LLC, TAPCO UNDERWRITERS, INC. et al. This purported class action was filed in the Circuit Court for Miami-Dade County, Florida, and served on Tapco on July 20, 2018. The Complaint appears to allege that Tapco was negligent in its failure to detect a scam in the “force-placed” or “lender-placed” insurance industry in Florida prior to Hurricane Irma in 2017. This scam has allegedly resulted in homeowners being overcharged for substandard coverage. The scam was allegedly perpetrated by two Miami-area retail insurance agencies, RND and Best Rate, and Tapco is not alleged to be complicit in the scam. Tapco is a wholesale insurance broker. Supposedly RND and Best Rate bought substandard, surplus lines insurance policies through Tapco in the names of the homeowners who were the alleged victims. The only count alleged against Tapco is for negligence [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Tapco has filed a motion to dismiss which has not yet been determined.

BURKE BOWERS, ROBERT SIMS, ERIK GAVIDA, et al. v. BB&T CORPORATION, THE BB&T CORPORATION EMPLOYEE BENEFITS PLAN COMMITTEE, THE BB&T CORPORATION BOARD OF DIRECTORS, THE COMPENSATION COMMITTEE OF THE BOARD OF DIRECTORS OF BB&T CORPORATION, JOHN P. HOWE, ANN R. CABLIK, EDWIN H. WELCH, ERIC C. KENDRICK, LOUIS B. LYNN, TOLLIE W. RICH, STEVE REEDER, CINDY POWELL, STERLING CAPITAL MANAGEMENT LLC, and JOHN DOES 1-40. This class action was filed on September 4, 2015, in the United States District Court for the Middle District of North Carolina. This suit was consolidated with *Brewster Smith, Doris Kirouac, et al. v. BB&T Corporation, et al.* The plaintiffs are participants or former participants in BB&T Corporation’s 401(k) Savings Plan and allege that the defendants breached their fiduciary duties and engaged in prohibited transactions in violation of the Employment Retirement Income Security Act of 1974 (“ERISA”) with respect to management of the 401(k) plan.

BB&T denies the allegations and any wrongdoing. However, due to the uncertainty, risk, and expense of continued litigation, BB&T decided to settle this matter.

The court granted preliminary approval of the settlement on December 13, 2018. Notices have been provided to class members, and a final approval hearing is scheduled for May 1, 2019.

JOHN DOE v. BB&T SECURITIES, LLC. This matter was filed on January 16, 2018, in the Circuit Court for Raleigh County, West Virginia. It is a putative class action alleging BB&T improperly released confidential customer information through letters mailed to thirty-four

customers in late 2017. These letters contained the customer's nine-digit social security number visible in the address window of the mailing. The number was displayed beneath the customer name, but did not contain any formatting to indicate it was a social security number. Soon after the issuance of the letters and before any suit was filed, BB&T Securities advised the customers of the error and offered identity theft protection. [REDACTED]
[REDACTED]

BB&T has filed a motion to dismiss which has not yet been determined.

BRANCH BANKING AND TRUST COMPANY v. PAMELA J. GUNNOE. This is a putative class action filed as a counterclaim to a collection action BB&T filed against Plaintiff in the Circuit Court for Leon County, Florida. The counterclaim was filed on February 27, 2018, and alleged that BB&T's post-repossession notice failed to include statutorily-mandated information. Plaintiff alleged this improper notice violates the Florida version of the Uniform Commercial Code and the Florida Consumer Collection Practices Act. BB&T filed a motion to dismiss which the court granted, finding BB&T's notice was sufficient under the applicable Florida statute.

Plaintiff has filed an appeal which has not yet been determined.

BRANCH BANKING AND TRUST COMPANY v. SHERRY PETTRY. This is a class action filed as a counterclaim to a collection action filed by BB&T against Ms. Pettry. Pettry asserts claims for violation of the West Virginia Consumer Credit Protection Act ("WVCCPA") for filing the collection suit beyond the purported four-year statute of limitations. These suits were filed on behalf of BB&T by a now-defunct law firm, Martin & Seibert. Martin & Seibert viewed the applicable statute of limitations as being ten years, and judges in West Virginia have differed on which period of time is correct.

BB&T has sought authorization of the trial judge to allow the West Virginia Supreme Court to determine whether the statute of limitations is four or ten years, but the judge has yet to rule on that request.

Martin & Seibert's liability carrier has become engaged in the defense of this matter [REDACTED]
[REDACTED]

PHILLIP KARALI and GREGORY SHELLEY v. BRANCH BANKING AND TRUST COMPANY. This is a collective action under the federal Fair Labor Standards Act ("FLSA") filed on April 15, 2016, in the United States District Court for the District of New Jersey. It alleges real estate appraisal evaluators and production appraisers were misclassified as exempt employees and not paid overtime as required by the FLSA. The court granted conditional certification of the class on May 10, 2017. The class now consists of 11 members. At this time, this case remains pending.

LEHMAN BROTHERS SPECIAL FINANCING, INC. v. SUSQUEHANNA BANCSHARES, INC., et al. This case was inherited with the Susquehanna acquisition and concerns events that occurred at Susquehanna prior to the merger. It was filed in the United States Bankruptcy Court for the Southern District of New York (Manhattan) in September, 2010. In this suit, Lehman Brothers Special Financing Inc. is suing to recover funds that were allegedly improperly paid to the noteholders in a collateralized debt obligation transaction (“CDO”) at the time of the Lehman Brothers bankruptcy. In June, 2007, two affiliates of Susquehanna each purchased notes of a CDO offered by Lehman Brothers Inc. This case is unusual in that there are many, many defendants in this action, and Plaintiff is attempting to certify a defendant class.

The defendants, including the Susquehanna affiliates, joined in an omnibus motion to dismiss, which was granted by the bankruptcy court. The dismissal was affirmed by the district court. This matter is now on appeal to the U.S. Court of Appeals for the Second Circuit.

In re PLAINS ALL AMERICAN PIPELINE L.P. SECURITIES LITIGATION. This is a securities class action to which BB&T Securities, LLC was added as a defendant on January 29, 2016. The case was filed in the United States District Court for the Southern District of Texas. The claims against BB&T Securities relate to its role as one of numerous underwriters of Plains GP Holdings, L.P.’s initial public offering in October, 2013, and Plains All American Pipeline, L.P.’s note offering in August, 2013. BB&T Securities had a relatively small role in each offering. [REDACTED]

On April 2, 2018, the court granted defendants’ motions to dismiss in their entirety. On July 25, 2018, Plaintiffs filed an appeal with the U.S. Court of Appeals for the Fifth Circuit.

LORENZO QUINTANA v. BB&T CORPORATION. This purported class action was filed in the Middle District of North Carolina on August 31, 2018. This is a “wrong number” claim under the Telephone Consumer Practices Act (“TCPA”), where a call was allegedly made to the number of someone who was not the intended recipient. The complaint alleges that on July 27, 2018, BB&T called Plaintiff’s cell phone number without his consent, and was allegedly intended for a different person who is a BB&T customer.

Branch Banking and Trust Company was subsequently substituted in place of BB&T Corporation. On October 29, 2018, BB&T filed three motions: a motion to dismiss for failure to state a claim; a motion to stay the proceeding pending a ruling by the Federal Communications Commission on the scope and architecture of the TCPA; and a motion to strike the class definition allegations as uncertifiable. These motions remain pending.

ST. LUCIE COUNTY FIRE DISTRICT FIREFIGHTERS’ PENSION TRUST v. SOUTHWESTERN ENERGY COMPANY, BB&T SECURITIES, LLC, et al. This securities class action was originally filed on October 17, 2016, in the 61st District Court of Harris County, Texas. It was brought on behalf of purchasers of depositary shares issued by Southwestern Energy Company (“Southwestern”) in its January, 2015, mandatory convertible preferred stock

offering (the "Offering"). Suit was brought against Southwestern, its officers and directors, and the underwriters of the Offering, including BB&T Capital Markets, a division of BB&T Securities, LLC ("BB&T"). BB&T was a less than 2% underwriter in the Offering. [REDACTED]

On December 5, 2016, defendants filed a notice of removal of the case to the United States District Court for the Southern District of Texas in Houston, but the case was subsequently remanded back to the state court in Harris County, Texas.

On June 13, 2018, Defendants filed a motion to dismiss. This remains pending.

SEVIER COUNTY SCHOOLS FEDERAL CREIT UNION, et al. v. BRANCH BANKING AND TRUST COMPANY. This case was filed on March 22, 2019, in the Circuit Court for Sevier County, Tennessee. It is a purported class action alleging BB&T is obligated to continue to pay 6.5% interest on accounts inherited through a string of mergers. These accounts were opened several banks ago, between 1989 and February, 1992. This matter is very new and is still being evaluated.

RESOLVED

ARIZMENDI v. BANKATLANTIC. This was a suit for which BB&T acquired responsibility with the BankAtlantic acquisition. It concerned events that occurred at BankAtlantic before the merger. It was an overdraft class action in state court in Broward County, Florida, where it was first filed on February 2, 2009.

It had a very long procedural history, but ultimately it was dismissed. Plaintiff filed an appeal, and on May 18, 2017, the appeals court affirmed the granting of the motion to dismiss in favor of the bank.

JAMES BAKER, et al. v. BRANCH BANKING AND TRUST COMPANY, s/b/m to REPUBLIC BANK, et al. This class action lawsuit was initially filed in the Circuit Court of Clay County, Missouri, in June, 2000, and a plaintiff class was certified in 2003. BB&T, as successor by merger to Republic Bank ("Republic"), was added as a defendant in 2004. All of the events at issue occurred at Republic before the merger. The plaintiff class originally sued approximately 80 lenders who acquired or serviced closed-end second mortgage loans originated in Missouri by a now-defunct lender called Century Financial Group, Inc. ("Century"). Plaintiffs claim that Century charged impermissible fees and interest rates in violation of Missouri statutes governing second mortgages, and that the lenders which later acquired the Century loans were liable. Republic was believed to have acquired and later sold numerous Century second mortgage loans for members of the plaintiff class.

The case had a very long procedural history and was dormant for many years with no activity on the claims against BB&T. Ultimately, while BB&T denied liability, due to the uncertainty, risk,

and expense of continued litigation, BB&T decided to settle this matter. A settlement has now been agreed upon.

BERNARD AND DIANE BEBER v. BB&T and AMERICAN SECURITY INSURANCE COMPANY. This was a class action related to BB&T's lender-placed insurance ("LPI") program filed on September 1, 2015, in the United States District Court for the Southern District of Florida, (Miami). Plaintiffs alleged BB&T and its LPI provider, American Securities Insurance Company, ("Assurant") overcharged borrowers for allegedly inflated LPI premiums as a result of a scheme under which Assurant allegedly paid "kickbacks" to BB&T that purportedly inflated the cost of LPI charges.

On November 2, 2015, BB&T and Assurant filed their respective motions to dismiss. On March 4, 2016, the court heard BB&T's and Assurant's motions to dismiss. [REDACTED]

[REDACTED] Shortly thereafter, while BB&T continued to deny liability and wrongdoing, due to the uncertainty, risk, and expense of continued litigation, BB&T decided to settle this matter.

The court granted final approval of the settlement on January 10, 2017.

JENNIFER COLLIER v. NATIONAL PENN BANK. This was an overdraft class action in state court in Pennsylvania which was inherited with the National Penn acquisition. All of the events in question occurred at National Penn, or one of its predecessors, prior to the merger with BB&T. It was originally filed in late 2011 in the Philadelphia County Court of Common Pleas. Plaintiff's claims concerned the use of "available balance" when calculating overdraft fees.

BB&T denied the allegations and any wrongdoing. However, due to the uncertainty, risk, and expense of continued litigation, BB&T decided to settle this matter.

The court granted final approval of the settlement on December 8, 2017.

WILLIAM CHRISTOPHER COLLINS v. REGIONAL ACCEPTANCE CORPORATION. This case was filed March 4, 2019, in the United States District Court for Arizona. It was a purported class action for alleged violation of the Telephone Consumer Protection Act, and was a so-called "wrong number" case where a call was made to the number of someone who is not the intended recipient. However, in this case the call was made because of an error in the manual transcription of the phone number involving one digit. BB&T denied liability. Given these unique circumstances, Plaintiff's counsel agreed to withdraw the class action and settled the case on an individual basis [REDACTED]

WAYNE AND KATHY COX v. BRANCH BANKING AND TRUST COMPANY. This matter was originally filed on January 17, 2017, in the Circuit Court for Raleigh County, West Virginia. It was a putative class action alleging BB&T violated the West Virginia Consumer Credit

Protection Act (“WVCCPA”) and engaged in unlawful debt collection for pursuing legal fees as part of its collection efforts on auto loans. The suit alleged that BB&T’s written collection notice to the borrower that BB&T may be entitled to legal fees violated West Virginia’s limited authorization to collect only certain specified legal fees.

This matter was brought by the same lawyer who brought the *Goodwin*, *Petry*, and *Patterson* matters (see above and below) and so they were combined together in an effort to explore a potential global settlement.

BB&T denied the allegations and any wrongdoing. However, due to the uncertainty, risk, and expense of continued litigation, BB&T decided to settle these matters. This was ultimately successful and all matters were resolved except for *Petry*, as described above. *Cox* and *Goodwin* were resolved as class actions and the court has approved those settlements. *Patterson* was resolved as a series of small individual claims.

SCOTT DOLEMBBA v. LIFE INSURANCE CENTER LLC and CRUMP LIFE INSURANCES SERVICES, INC. dba INSURENOW DIRECT. On August 15, 2016, Plaintiff filed a complaint in federal court in Chicago alleging a proposed nationwide class action under the federal Telephone Consumer Protection Act (“TCPA”) and the Illinois Consumer Fraud Act (“ICFA”). Plaintiff alleged that he received automated prerecorded calls on his cell phone on four days in August, 2016, seeking to sell him life insurance products. Dolemba, a serial plaintiff who has filed numerous TCPA suits using the same law firm, claimed that he did not provide his cell phone number to the caller and did not consent to receive the calls.

██, and it denied liability and wrongdoing. Nevertheless, due to the uncertainty, risk, and expense of continued litigation, Crump decided to settle this matter.

██, and on December 21, 2017, the court granted final approval of the class settlement.

In re FENIX PARTS, INC. SECURITIES LITIGATION. On January 12, 2017, a securities class action complaint captioned *Amanda Beezley v. Fenix Parts, Inc., Kent Robertson, and Scott Pettit*, was filed in the United States District Court for the District of New Jersey, but it was subsequently transferred to the United States District for the Northern District of Illinois, in Chicago. On June 28, 2017, the court appointed Lead Plaintiffs, and on August 28, 2017, the Lead Plaintiffs filed an amended class action complaint, which added claims against various underwriters, including BB&T Capital Markets, a division of BB&T Securities, LLC (“BB&T Securities”). BB&T was a 17.5% co-manager of the offering at issue.

██
██████████ Defendants filed motions to dismiss. On June 28, 2018, the federal court granted the Underwriter Defendants’ (including BB&T Securities’) motion to dismiss in its entirety, but not the Issuer Defendants’ motion to dismiss.

CHRISTINE J. GILLAM, et al. v. BRANCH BANKING AND TRUST COMPANY. This case was filed on October 27, 2017, the United States District Court for the Eastern District of Virginia. Plaintiffs asserted claims under the Electronic Funds Transfer Act (“EFTA”) seeking damages for BB&T’s alleged practice of: (1) failing to implement its customers’ revocation of authorization for electronic funds transfers; and (2) assessing fees after instructing customers to instead issue stop payment instructions. [REDACTED] BB&T denied the allegations and any wrongdoing.

BB&T filed a motion to compel the plaintiffs to individually arbitrate their EFTA claims pursuant to the arbitration provision in their Bank Services Agreement with BB&T. The court granted BB&T’s motion and dismissed the case. Plaintiffs did not file an appeal.

ANDRES GOMEZ v. BB&T. This purported class action was filed on September 27, 2018, in the United States District Court for the Southern District of Florida in Miami. It alleged BB&T’s public website contained barriers that made it difficult to access by persons with visual impairments and thus violated the Americans with Disabilities Act (“ADA”). These claims are becoming more popular and recently there is a trend of them being asserted against financial institutions.

While BB&T denied liability and wrongdoing, due to the uncertainty, risk, and expense of continued litigation, BB&T decided to settle this matter. The parties have agreed to resolve this matter on an individual basis [REDACTED].

LATRICIA E. GOODWIN v. BRANCH BANKING AND TRUST COMPANY. This matter was filed on October 4, 2016, in the Circuit Court for Raleigh County, West Virginia. It was a putative class action alleging BB&T violated the West Virginia Consumer Credit Protection Act (“WVCCPA”) for reasons identical to the *Cox* matter described above, except that it concerned collection efforts on mortgage loans.

As noted in the report on *Cox*, this matter has been resolved.

HILLEL N. ISSEROFF v. BOSTON SERVICE COMPANY, INC. d/b/a HANN FINANCIAL SERVICE CORPORATION; LYNNESS NISSAN CITY, INC. d/b/a LYNNESS NISSAN CITY; DOMINICK TOZZO; JOHN DOES 1-10; JOHN DOES 11-20; JOHN DOES 21-30; JOHN DOES 31-40; BUSINESSES 1-10; and BUSINESSES 11-20. This case was filed January 23, 2017, in the Superior Court of New Jersey, Law Division, Essex County. It was a purported class action and asserted violations of several New Jersey statutes related to automobile leases.

Plaintiff amended his complaint on May 23, 2017, to remove the dealership as a defendant and to limit his claims against Hann to one specific required notice. Damages for this claim were limited to \$100 per claim plus Plaintiff's attorney's fees.

While Hann denied liability and wrongdoing, due to the uncertainty, risk, and expense of continued litigation, Hann decided to settle this matter. [REDACTED]

[REDACTED], Plaintiff withdrew the class claims and agreed to an individual settlement [REDACTED].

JOSHUA EXPEDITED, LLC v. BB&T INSURANCE HOLDINGS, INC., MCGRUFF, SEIBELS & WILLIAMS INC., and PROTECTIVE INSURANCE COMPANY. This case was filed on September 26, 2017, in Superior Court for Gwinnett County, Georgia, outside Atlanta. This suit was a putative class action against BB&T Insurance Holdings, Inc., McGriff, Seibels & Williams, Inc. ("McGriff"), and Protective Insurance Company for wrongful denial of insurance coverage.

[REDACTED] Defendants each filed a motion to dismiss the proposed class action complaint in its entirety.

On February 17, 2018, Plaintiff agreed to dismiss the case and fully release all defendants, including McGriff and BB&T, [REDACTED]

SUSAN KUHN v. BRANCH BANKING AND TRUST COMPANY. This was a class action under the Pennsylvania Minimum Wage Act (the state equivalent of the federal Fair Labor Standards Act ("FLSA")) filed on May 2, 2016, in the Court of Common Pleas in Philadelphia. The suit alleged that former National Penn mortgage loan officers were misclassified as exempt and were not paid overtime as required by the state act. The suit concerned events occurring at National Penn prior to the merger.

While continuing to deny liability and wrongdoing, due to the uncertainty, risk, and expense of continued litigation, BB&T decided to settle this matter. The court granted final approval of the settlement on September 8, 2017.

RALPH LEE, JEORGE IRIZARRY, SHARON MONTIMIMY, and BEN NEWMAN v. BB&T and CONVERGENCE MARKETING LLC. This was a putative class action filed on May 10, 2018, in the United States District Court, Southern District of Florida (Miami Division) alleging BB&T and its purported marketing vendor, Convergence Marketing, LLC ("Convergence"), violated the Telephone Consumer Protection Act ("TCPA"). The suit alleged BB&T through Convergence made unsolicited telemarketing calls to individuals who had not consented to the calls and were on the federal Do Not Call Registry. [REDACTED]

On July 12, 2018, BB&T filed a motion to dismiss noting, among other things, that this was a case of mistaken identity and the calls by Convergence had not been made on behalf of BB&T. On October 31, 2018, the court dismissed the claims of the three non-Florida resident plaintiffs. Subsequently, the remaining plaintiff [REDACTED] agreed to drop the case.

JOYCE PATTERSON v. BRANCH BANKING AND TRUST COMPANY. This matter was filed on January 10, 2018, in the Circuit Court for Wayne County, West Virginia. It was a putative class action alleging BB&T violated the West Virginia Consumer Credit Protection Act (“WVCCPA”) for reasons identical to the *Cox* matter described above, except that it concerned collection efforts on credit card debt.

As noted in the report on the *Cox* matter, this matter has been resolved.

In re PLY GEM HOLDINGS, INC., SECURITIES LITIGATION. This litigation began as two separate securities class actions that were filed in the United States District Court for the Southern District of New York against BB&T Securities, LLC and others. It concerned the May, 2013, Ply Gem Initial Public Offering. The first class action complaint, brought by John Stevens, was filed on May 19, 2014, (the “*Stevens* action”), and the second, brought by Waterford Township Police and Fire Retirement System, was filed on July 14, 2014, (the “*Waterford Township* action”). Both complaints alleged material misrepresentations and omissions in the disclosures for the Ply Gem IPO. BB&T Securities was a 2% underwriter in the IPO.

In October, 2014, the court granted Plaintiffs’ motion to consolidate the *Waterford Township* and *Stevens* actions. The consolidated action was captioned “In re Ply Gem Holdings, Inc., Securities Litigation.”

[REDACTED] Ultimately, the matter was settled [REDACTED]. On June 29, 2018, the court approved the settlement.

CHARLES ROBINSON III AND ALIAH ROBINSON v. REGIONAL ACCEPTANCE CORPORATION. This counterclaim was filed September 12, 2017, in the Court of Common Pleas, Cuyahoga County, Ohio in response to Regional’s lawsuit against Plaintiffs to recover a judgment for the deficiency balance owing on Plaintiffs’ account.

It was a purported class action and asserted that various notices that Regional sent to its Ohio customers did not comply with various Ohio consumer protection statutes.

Regional’s answer and counterclaim was filed December 21, 2017. In the counterclaim, Regional asserted a conditional counterclaim for the deficiency balances owed by members of the putative class.

While denying liability and wrongdoing, due to the uncertainty, risk, and expense of continued litigation, Regional decided to settle this matter. On January 23, 2019, the court granted final approval of the settlement.

MONICA SEFCHICK v. BRANCH BANKING AND TRUST COMPANY (FCRA SUIT).

This was a putative class action alleging a violation of the Fair Credit Reporting Act (“FCRA”). The suit was filed on October 31, 2016 in Hillsborough County Circuit Court, Florida. Plaintiff, a BB&T branch banker [REDACTED], alleged that BB&T violated the FCRA by purportedly firing her based on consumer report information without first providing her with a copy of the report and a reasonable opportunity to respond to the allegedly derogatory information.

BB&T’s investigation revealed that this was not the basis of Plaintiff’s termination, and there were no violations of the FCRA. [REDACTED] Plaintiff agreed to dismiss this suit.

MONICA SEFCHICK v. BRANCH BANKING AND TRUST COMPANY (COBRA NOTICE SUIT).

Ms. Sefchick was a former BB&T associate who filed this purported class action in the United States District Court for the Middle District of Florida on December 1, 2016. This is the same day she dismissed the above-referenced FCRA suit. She contended the COBRA notice she received following her termination was deficient in several regards and that she and other similarly-situated former BB&T associates were damaged by these deficiencies. Through its investigation of Ms. Sefchick’s claims BB&T determined it had good defenses to Ms. Sefchick’s allegations. [REDACTED]

[REDACTED], Ms. Sefchick agreed to settle as an individual [REDACTED].

RUBY SHEFFIELD v. BB&T CORPORATION, BRANCH BANKING AND TRUST COMPANY, et al.

This lawsuit was filed on September 23, 2016, in the United States District Court for the Eastern District of North Carolina, Fayetteville Division, and served on October 4, 2016. It was a collective (class) action under the federal Fair Labor Standards Act (“FLSA”) for call center employees. Plaintiff worked in a collections call center in Lumberton, North Carolina. She alleged that she and other nonexempt BB&T call center associates were not compensated for time they spent logging into their computers. Plaintiffs sought 10 minutes of additional compensation per day for three years and, where such time resulted in the associates working overtime, an overtime adjustment.

While BB&T denied liability and wrongdoing, due to the uncertainty, risk, and expense of continued litigation, BB&T decided to settle this matter. At a mediation on November 7, 2017, the matter was settled [REDACTED], which the court approved.

In re UNDER ARMOUR SECURITIES LITIGATION. This was a securities class action pending in the United States District Court for the District of Maryland. The Consolidated

Amended Complaint, which included BB&T Capital Markets, a division of BB&T Securities, LLC (“BB&T Securities”) as a defendant, was filed on August 4, 2017.

BB&T Securities was one of eleven underwriters of the June 8, 2016, bond offering (the “Offering”) at issue. [REDACTED]
[REDACTED]

On November 9, 2017, the underwriters filed a motion to dismiss. This was granted on September 19, 2018.

ZIONTS v. BANKATLANTIC BANCORP, INC. This purported class action was filed in the Circuit Court of Broward County, Florida, on August 15, 2012. It concerned fees charged by BankAtlantic prior to the merger for the use of coin-counting machines which it maintained in its branches.

[REDACTED] on March 31, 2017, the parties agreed to settle this matter on an individual basis [REDACTED].

Public Exhibit 2

BB&T Disclosure Schedule to the Agreement and Plan of Merger between BB&T and SunTrust
(Redacted Version)

BB&T CORPORATION DISCLOSURE SCHEDULE

to the

AGREEMENT AND PLAN OF MERGER

by and between

SUNTRUST BANKS, INC.

and

BB&T CORPORATION

Dated as of February 7, 2019

INTRODUCTION

The attached disclosure schedule (the “BB&T Disclosure Schedule”) constitutes the BB&T Disclosure Schedule referred to in the Agreement and Plan of Merger (the “Agreement”), dated as of February 7, 2019, by and between SunTrust Banks, Inc. (“SunTrust”) and BB&T Corporation (“BB&T”). Terms used in this BB&T Disclosure Schedule without definition have the respective meanings assigned to them in the Agreement. All references to section numbers contained in this BB&T Disclosure Schedule refer to sections of the Agreement, unless the context otherwise requires.

This BB&T Disclosure Schedule is qualified in its entirety by reference to the Agreement and does not constitute, and shall not be construed as constituting, representations, warranties or covenants of BB&T or any of its Subsidiaries, except as and to the extent provided in the Agreement. Matters reflected in this BB&T Disclosure Schedule are not necessarily limited to matters required by the Agreement to be disclosed in this BB&T Disclosure Schedule. The inclusion of any items or information, including dollar amounts, in this BB&T Disclosure Schedule shall not be construed as an admission that such item or information (or any non-disclosed item or information of comparable or greater significance) represents a material exception or fact, event or circumstance or that such item would reasonably be expected to have a Material Adverse Effect on BB&T, or that such item or information is otherwise required to be scheduled as an exception to any representation, warranty or covenant contained in the Agreement, nor shall the inclusion of such item constitute evidence of the foregoing or establish a standard of materiality for any purpose whatsoever. It is expressly understood and acknowledged that any exceptions set forth herein shall not constitute a basis for a claim of a breach of any of the representations and warranties or covenants made in the Agreement.

No disclosure in this BB&T Disclosure Schedule relating to any possible or alleged breach or violation of any law or contract shall be construed as an admission or indication that any such breach or violation exists or has actually occurred, or as an admission against any interest of BB&T or any of its Subsidiaries or its or their respective directors or officers. In disclosing the information in this BB&T Disclosure Schedule, BB&T expressly does not waive any attorney-client privilege associated with such information or any protection afforded by the work-product doctrine with respect to any of the matters disclosed or discussed herein. References in this BB&T Disclosure Schedule to any agreement include references to such agreement’s exhibits and schedules. Where the terms of a contract or other disclosure item have been referenced, summarized or described, such reference, summary or description does not purport to be a complete statement of the material terms of such contract or disclosure item and such disclosures are qualified in their entirety by the specific details of such contract or disclosure item.

Any disclosures made in this BB&T Disclosure Schedule with respect to a section of Article IV of the Agreement shall be deemed to qualify (1) any other section of Article IV of the Agreement specifically referenced or cross-referenced and (2) other sections of Article IV of the Agreement to the extent it is reasonably apparent on its face (notwithstanding the absence of a specific cross reference) from a reading of the disclosure that such disclosure applies to such other sections.

The introductory language and the headings within this BB&T Disclosure Schedule are inserted for convenience only and shall not create a different standard for disclosure than the language set forth in the Agreement.

The information disclosed herein shall only be used in conjunction with the Agreement, constitutes "Evaluation Material" for purposes of the Confidentiality Agreement, and is subject to the confidentiality provisions of the Confidentiality Agreement and the confidentiality provisions set forth in the Agreement.

BB&T does not assume any responsibility to any person or entity that is not a party to the Agreement for the accuracy of any information contained in this BB&T Disclosure Schedule. The information was not prepared or disclosed with a view to its potential disclosure to others. This information is disclosed in confidence for the purposes contemplated in the Agreement.

Section 4.1
Corporate Organization

(b)

Branch Banking and Trust Company

Section 4.2 Capitalization

(b)

1. BB&T Capital Partners, L.L.C., (98% directly or indirectly owned).
2. BB&T Capital Partners Mezzanine Fund II, LP, (64.893% directly or indirectly owned).
3. BB&T Capital Partners II, L.L.C., (99% directly or indirectly owned).
4. Five Points Mezzanine Fund III, L.P. (57.08% directly or indirectly owned).
5. Five Points Capital Partners IV, L.P. (98% directly or indirectly owned).
6. Sterling Capital Management LLC (SCM Investors LLC holds rights to certain carry-related distributions from this investment vehicle).

Section 4.3
Authority; No Violation

(b)

1. Supplemental indentures and legal opinions in each case in customary form will be required pursuant to BB&T's outstanding indentures and debt offerings.

Section 4.5 Reports

1. Item 1 of Section 4.9(b) of this BB&T Disclosure Schedule is incorporated by reference herein.
2. The VFAM Investigation is incorporated by reference herein.

Section 4.6
Financial Statements

1. The items set forth in Section 4.9(a) of this BB&T Disclosure Schedule are incorporated by reference herein.

Section 4.8
Absence of Certain Changes or Events

(a)

1. The items set forth in Section 4.9(a) and 4.9(b) of this BB&T Disclosure Schedule are incorporated by reference herein.
2. The items set forth in Section 4.13 of this BB&T Disclosure Schedule are incorporated by reference herein.

(b)

1. The items set forth in Section 5.2 of this BB&T Disclosure Schedule are incorporated by reference herein.

Section 4.9
Legal and Regulatory Proceedings

(a)

1. CORPUS CHRISTIE INDEPENDENT SCHOOL DISTRICT v. CERTAIN UNDERWRITERS AT LLOYD’S, et al., including AmRisc, LLC. This an action arising out of a dispute regarding insurance coverage for damage to the Corpus Christie Independent School District’s properties during Hurricane Harvey.
2. AMBULATORY SERVICES OF PUERTO RICO, LLC, on its behalf and derivatively on behalf of SNG NARANJITO, LLC v. SANKAR NEPHROLOGY GROUP, LLC, PONNIAH SANKARAPANDIAN aka PONNIAH SANKAR, BALAMURUGAN P. SANKARAPANDIAN aka BALA SANKAR, BRANCH BANKING AND TRUST COMPANY, RENAL PHYSICIANS OF NORTH TEXAS, LC, and PPG HEALTH, P.A. This action was filed on November 12, 2018, in the United States District Court for the Northern District of Texas. [REDACTED]
3. MCMG CAPITAL ADVISORS, INC. v. BB&T SECURITIES, LLC. [REDACTED]
4. LEHMAN BROTHERS HOLDINGS, INC. v. BRANCH BANKING AND TRUST COMPANY, as successor by merger to NATIONAL PENN BANK; LEHMAN BROTHERS HOLDINGS, INC v. AMERICAN HOME BANK, N.A., a division of GRAYSTONE TOWER BANK. [REDACTED]
5. BURKE BOWERS, ROBERT SIMS, ERIK GAVIDA, et al. v. BB&T COPORATION, THE BB&T CORPORATION EMPLOYEE BENEFITS PLAN COMMITTEE, THE BB&T CORPORATION BOARD OF DIRECTORS, THE COMPENSATION COMMITTEE OF THE BOARD OF DIRECTORS OF BB&T CORPRTION, JOHN P. HOWE, ANN R. CABLIK, EDWIN H. WELCH, ERIC C. KENDRICK, LOUIS B. LYNN, TOLLIE W. RICH, STEVE REEDER, CINDY POWELL, STERLING CAPITAL MANAGEMENT LLC, and JOHN DOES 1-40. This class action was filed on September 4, 2015, in the United States District Court for the Middle District of North Carolina. [REDACTED]

[REDACTED] This Item of Section 4.9(a) of these BB&T Disclosure Schedules is referred to as the “ERISA Class Action.”

6. HOUSTON CASUALTY COMPANY v. BB&T CORPORATION; WSFS FINANCIAL CORPORATION and WILMINGTON SAVINGS FUND SOCIETY, FSB V. BB&T CORPORATION. This is a claim for subrogation and contractual indemnification under the terms of the Stock Purchase Agreement dated June 24, 2010 between National Penn Bancshares, Inc. and WSFS Financial Corporation.
7. LORENZO QUINTANA v. BB&T CORPORATION. The complaint makes allegations under the Telephone Consumer Practices Act. The complaint alleges that on July 27, 2018, BB&T called the plaintiff’s cell phone number without his consent and although he was not the intended recipient, and seeks to certify a nationwide class of persons who received similar calls.
8. SANTANDER BANK, N.A. v. BB&T CORPORATION. It is an action to avoid a transfer of \$16,167, 624.
9. JULIO ALEJO, et al. v. NATIONSTAR MORTGAGE, LLC, TAPCO UNDERWRITERS, INC. et al. [REDACTED]
10. JAMES BAKER, et al. v. BRANCH BANKING AND TRUST COMPANY, s/b/m to REPUBLIC BANK, et al. [REDACTED]
11. ANDRES GOMEZ v. BB&T. This claim alleges BB&T’s public website contains barriers that make it difficult to access by persons with visual impairments and thus violates the Americans with Disabilities Act.
12. BRANCH BANKING AND TRUST COMPANY v. PAMELA J. GUNNOE. This is a putative class action filed as a counterclaim to a collection action BB&T filed against Plaintiff in the Circuit Court for Leon County, Florida. Plaintiff alleges that BB&T’s post-repossession notice fails to include statutorily-mandated information, including that BB&T was the secured creditor.
13. BRANCH BANKING AND TRUST COMPANY v. SHERRY PETTRY. This is a class action filed as a counterclaim to a collection action filed by BB&T against Ms. Pettry. [REDACTED]

14. WAYNE AND KATHY COX v. BRANCH BANKING AND TRUST COMPANY. This matter was filed on January 17, 2017, in the Circuit Court for Raleigh County, West Virginia. It is a putative class action alleging BB&T violated the West Virginia Consumer Credit Protection Act and engaged in unlawful debt collection for pursuing legal fees as part of its collection efforts on auto loans.
15. JOHN DOE v. BB&T SECURITIES, LLC. This is a putative class action alleging BB&T improperly released confidential customer information.
16. CHRISTINE J. GILLAM, et al. v. BRANCH BANKING AND TRUST COMPANY. [REDACTED]
17. LATRICIA E. GOODWIN v. BRANCH BANKING AND TRUST COMPANY. This is a putative class action alleging BB&T violated the West Virginia Consumer Credit Protection Act and engaged in unlawful debt collection for pursuing legal fees as part of its collection efforts on mortgage loans.
18. PHILLIP KARALI and GREGORY SHELLEY v. BRANCH BANKING AND TRUST COMPANY. This is a collective action under the federal Fair Labor Standards Act (“FLSA”) filed on April 15, 2016, in the United States District Court for the District of New Jersey. It alleges real estate appraisal evaluators and production appraisers were not paid overtime as required by the FLSA.
19. RALPH LEE, JEORGE IRIZARRY, SHARON MONTIMIMY, and BEN NEWMAN v. BB&T and CONVERGENCE MARKETING LLC. This is a putative class action filed on May 10, 2018, in the United States District Court, Southern District of Florida (Miami Division) [REDACTED]
20. LEHMAN BROTHERS SPECIAL FINANCING, INC. v. SUSQUEHANNA BANCSHARES, INC., et al. [REDACTED]
21. JOYCE PATTERSON v. BRANCH BANKING AND TRUST COMPANY. It is a putative class action alleging BB&T violated the West Virginia Consumer Credit Protection Act and engaged in unlawful debt collection for pursuing legal fees as part of its collection efforts on credit card debt.

22. CHARLES D. GIANETTI v. CRUMP LIFE INSURANCE SERVICES, et al. [REDACTED]
23. GRANDVIEW PALACE CONDOMINIUMS ASSOC. v. SWETT & CRAWFORD.
This litigation relates to a fire and related claim for insurance coverage.
24. GREAT AMERICAN INSURANCE CO. v. L. KNIFE & SONS, INC., et al. v. TGA CROSS INSURANCE, INC. v. SWETT & CRAWFORD OF GEORGIA, INC. This is an insurance errors and omissions lawsuit against third-party defendant, Swett & Crawford, relating to excess flood insurance coverage.
25. J. B. HUNT TRANSPORTATION, INC. v. AMERICAN INTERNATIONAL GROUP, INC. AIG SPECIALTY INSURANCE COMPANY, AMERICAN HOME ASSURANCE COMPANY and LIAM MURPHY. [REDACTED]
26. ANITA JEAN RUDOLPH, deceased v. CRC, et al. This is a third-party complaint making an insurance errors and omissions claim filed against CRC in New Mexico state court by CRC's customer, WW Healthcare LLC, on April 9, 2015. [REDACTED]
27. SAFEDOCs, INC., et al. v. SWETT & CRAWFORD, et al. [REDACTED]
28. SENTINEL INSURANCE COMPANY v. TROPICAL SMOOTHIE CAFÉ, LLC and TSC-GA, LLC v. McGRIFF, SEIBELS & WILLIAMS OF GEORGIA, INC. This matter is a declaratory judgment action filed in the United States District Court for the Northern District of Georgia on November 7, 2016. In this suit the plaintiff insurance company (a subsidiary of The Hartford) is seeking a declaration that it is not obligated to cover certain claims of the defendant Tropical Smoothie Café.
29. THE WARWICK CORP., ALL SUNNY HOTELS, AND H.E.S. HOTELS CORP. v. SWETT & CRAWFORD, JOHN E. MORROW, et al. [REDACTED]

30. KYOUNG SOOK KIM CHANG, EXECUTRIX OF THE ESTATE OF SUK CHUL CHANG v. BB&T CORPORATION, SUCCESSOR IN INTEREST TO SUSQUEHANNA BANK. The Chang Estate commenced this action by filing this suit in the Court of Common Pleas of Philadelphia County, Pennsylvania on February 3, 2016.

[REDACTED]

31. IN THE MATTER OF THE LIQUIDATION OF INDEMNITY INSURANCE CORPORATION, RRG.

[REDACTED]

32. KSA ENTERPRISES, INC. AND PAIN MANAGEMENT RESOURCES, P.S.C. v. BRANCH BANKING AND TRUST COMPANY. On October 20, 2014, KSA Enterprises and Pain Management Inc. sued BB&T in the United States District Court for the Western District of Kentucky alleging breach of contract, fraud, negligent misrepresentation, fraud in the inducement, unjust enrichment and punitive damages

[REDACTED]

33. SKYWAVES I CORPORATION v. BRANCH BANKING AND TRUST COMPANY and JAMES EDAHL.

[REDACTED]

34. IN RE PLAINS ALL AMERICAN PIPELINE L.P. SECURITIES LITIGATION. The amended complaint alleges that the offering documents, and other public filings, contained false and misleading statements regarding compliance with federal and state environmental and pipeline-related regulations, the integrity and maintenance of Plains All American's infrastructure, and Plains All American's planning and reaction to a May, 2015, oil pipeline rupture along the California coast. BB&T Securities, LLC was one of numerous underwriters of the offering in question.

35. ST. LUCIE COUNTY FIRE DISTRICT FIREFIGHTERS' PENSION TRUST v. SOUTHWESTERN ENERGY COMPANY, BB&T SECURITIES, LLC, et al. Suit was brought against Southwestern Energy Company ("Southwestern"), its officers and directors (collectively, the "issuer defendants"), and the underwriters of an offering of preferred stock of Southwestern (the "Offering"), including BB&T Capital Markets, a division of BB&T Securities, LLC. Plaintiffs allege that Southwestern, an independent energy company engaged in natural gas and oil exploration, development, and production, violated the 1933 Securities Act by issuing untrue statements of material fact and omitting material facts required to be stated in the registration statement and prospectus pertaining to the Offering (the "Offering Materials"). Specifically, Plaintiffs claim that the Offering Materials (1) contained false and misleading statements about Southwestern's strategy for growth and development of properties and (2) failed to

disclose that Southwestern was experiencing severe liquidity and debt issues that purportedly threatened its ability to continue its drilling activities. Plaintiffs further allege that subsequent to the Offering, Southwestern revealed that it was pursuing a large workforce reduction plan and a temporary halt in its drilling activities, resulting in a significant drop in Southwestern's stock price.

36. The VFAM Investigation is incorporated by reference herein.

(b)

1. On December 20, 2016, the Federal Deposit Insurance Corporation and the North Carolina Office of the Commissioner of Banks (the "Commissioner") issued a consent order requiring BB&T Subsidiary Bank (the "Bank Order") to enhance its compliance with the Bank Secrecy Act and anti-money laundering laws and regulations ("BSA/AML"). On January 25, 2017, the Federal Reserve Bank of Richmond and the Commissioner issued a companion consent order requiring BB&T (the "Holding Company Order") to enhance its BSA/AML compliance program. Subsequently, on June 28, 2018, the FDIC and the Commissioner terminated the Bank Order and the Commissioner withdrew from the Holding Company Order.
2. Settlement Agreement, dated September 29, 2016, by and between BB&T and the United States of America.

Section 4.10
Taxes and Tax Returns

1. [REDACTED]
2. [REDACTED]
3. With respect to tax periods that remain open and subject to Federal examination, BB&T acquired entities that were members of affiliated groups filing consolidated federal income Tax Returns in its mergers with Susquehanna Bancshares, Inc. and National Penn Bancshares, Inc. as well as its acquisitions of the stock of CGSC North America Holdings Corporation, Cooper Gay Swett & Crawford Limited and Regions Insurance Group, Inc.
4. Capital stock of BB&T Insurance Services, Inc. was distributed in a transaction intending to qualify for tax-free treatment under Section 355 of the Code on January 1, 2018 in conjunction with such entity's subsequent merger into BB&T Securities, LLC.
5. No participation in any "reportable transactions" within the meaning of Treasury Regulation Section 1.6011-4(b)(1) since BB&T's termination of its final LILO/SILO transactions in 2012

Section 4.11 Employees

(f)

1. 2016 Employment Agreement, dated as of January 1, 2016, by and among BB&T Corporation, Branch Banking and Trust Company, and W. Bennett Bradley.†
2. 2016 Employment Agreement, dated as of August 1, 2016, by and among BB&T Corporation, Branch Banking and Trust Company, and Jimmy D. Godwin.†
3. 2016 Employment Agreement, dated as of August 1, 2016, by and among BB&T Corporation, Branch Banking and Trust Company, and Brantley J. Standridge.†
4. 2016 Employment Agreement, dated as of January 1, 2016, by and among BB&T Corporation, Branch Banking and Trust Company, and David H. Weaver.†
5. 2016 Employment Agreement, dated as of August 1, 2016, by and among BB&T Corporation, Branch Banking and Trust Company, and Dontá L. Wilson.†
6. 2014 Employment Agreement, dated as of January 1, 2014, by and among BB&T Corporation, Branch Banking and Trust Company, and Robert J. Johnson, Jr.†
7. Amended and Restated Employment Agreement, dated as of December 19, 2012, by and among BB&T Corporation, Branch Banking and Trust Company, and Kelly S. King.†
8. Amended and Restated Employment Agreement, dated as of February 7, 2019, by and among BB&T Corporation, Branch Banking and Trust Company, and Kelly S. King.†
9. 2012 Employment Agreement, dated as of September 1, 2012, by and among BB&T Corporation, Branch Banking and Trust Company, and William R. Yates.†
10. 2008 Amended and Restated Employment Agreement, dated as of November 13, 2008, by and among BB&T Corporation, Branch Banking and Trust Company, and Daryl N. Bible.†
11. 2008 Amended and Restated Employment Agreement, dated as of November 13, 2008, by and among BB&T Corporation, Branch Banking and Trust Company, and Barbara F. Duck.†
12. 2008 Amended and Restated Employment Agreement, dated as of November 13, 2008, by and among BB&T Corporation, Branch Banking and Trust Company, and Donna C. Goodrich.†
13. 2008 Amended and Restated Employment Agreement, dated as of November 13, 2008, by and among BB&T Corporation, Branch Banking and Trust Company, and Christopher L. Henson.†

14. 2008 Amended and Restated Employment Agreement, dated as of November 13, 2008, by and among BB&T Corporation, Branch Banking and Trust Company, and Clarke R. Starnes, III.†
15. Form of BB&T Insurance Holdings, Inc. Employment Agreement (EA2).†
16. Form of BB&T Insurance Holdings, Inc. Employment Agreement (EA3).†
17. Form of General Banking Employment Agreement.†
18. Form of Non-Banking Employment Agreement.†
19. Form of MainStreet BankGroup Split Dollar Agreement.
20. Form of Insurance Trust for Susquehanna Bancshares Banks and Affiliates Split Dollar Agreement.†
21. Form of Sterling Capital Management Employment Agreement (EA1).†
22. Form of Sterling Capital Management Employment Agreement (EA2).†
23. Form of Change of Control Termination Compensation Agreement.†
24. General Severance Plan for Employees of BB&T Corporation and Affiliates, as amended.†
25. Group Protection Plan for Employees of BB&T Corporation.
26. BB&T Corporation Retiree Health Reimbursement Arrangement Plan – YSA.

(h)

1. ERISA Class Action.

(j)


1. The items marked with a “†” in Section 4.11(f) of this BB&T Disclosure Schedule are incorporated by reference herein.
2. Form of BB&T Insurance Holdings, Inc. Employment Agreement (EA1).
3. Form of BB&T Insurance Services, Inc. Employment Agreement (EA4).
4. BB&T Corporation Amended and Restated 2004 Stock Incentive Plan and award agreements thereunder.
5. BB&T Corporation 2012 Incentive Plan and award agreements thereunder.
6. BB&T Corporation Pension Plan.

7. BB&T Non-Qualified Defined Benefit Plan, as amended.
8. BB&T Non-Qualified Defined Contribution Plan.
9. BB&T Corporation Non-Qualified Deferred Compensation Trust.
10. BB&T Corporation Non-Qualified Defined Benefit Trust.
11. BB&T Corporation Amended and Restated Non-Employee Directors' Deferred Compensation Plan.
12. BB&T Supplemental Defined Contribution Plan for Highly Compensated Employees.
13. BB&T Corporation Target Pension Plan.
14. BB&T Corporation Special Supplemental Retirement Plan.
15. BB&T Deferred Compensation Plan for Key Employees.
16. Benefit Equivalency Plan for Former Senior Management of United Carolina Bankshares Corporation.
17. MainStreet BankGroup Incorporated Supplemental Retirement Plan.
18. OVB Non-Qualified Restoration and Deferral Plan.
19. Southern National Deferred Compensation Plan for Key Executives.

(k)

1. BB&T is party to certain legacy arrangements that provide for reimbursement of Taxes related to participation in welfare benefit plans. The aggregate liability under these arrangements is not material to BB&T and its Subsidiaries, taken as a whole.

Section 4.13
Compliance with Applicable Law

1. The items set forth in Section 4.9(a) and 4.9(b) of this BB&T Disclosure Schedule are incorporated by reference herein.
2. Settlement Agreement, dated September 29, 2016, by and between BB&T and the United States of America.
3. On August 25, 2016, the SEC issued a Cease and Desist Order against BB&T Securities, LLC, in Administrative Proceeding File No. 3-17502, for violations of the Investment Advisers Act of 1940. As a result of this order, BB&T is currently ineligible for “well-known seasoned issuer” status under Rule of 405 of the Securities Act of 1933, as amended.
4. 
5. The SEC’s Enforcement Division is investigating commissions charged by Valley Forge Asset Management (now Sterling Advisors, a division of BB&T Securities, LLC) (“VFAM”) in its Affiliated versus Directed Brokerage programs, prior to VFAM’s merger into BB&T Securities, LLC on March 1, 2016. The SEC alleges that VFAM charged excessive commissions to clients in the Affiliated Brokerage program, which would be an anti-fraud violation. This Item of Section 4.13 of these BB&T Disclosure Schedules is referred to as the “VFAM Investigation.”
6. The Items set forth in Section 4.10 of this BB&T Disclosure Schedule are incorporated by reference herein.
7. The Items set forth in Section 4.5 of this BB&T Disclosure Schedule are incorporated by reference herein.

Section 4.14
Certain Contracts

(a)

(v) Contracts providing for the following indebtedness:

1. Small business administration indebtedness issued by BB&T Capital Partners Mezzanine Fund II, LP in an aggregate principal amount of approximately \$31 million.
2. Small business administration indebtedness issued by Five Points Mezzanine Fund III, L.P. in an aggregate principal amount of approximately \$72 million.
3. Loans serviced by Branch Banking and Trust Company in an aggregate principal amount of approximately \$45 million, pursuant to which Branch Banking & Trust Company has an option to purchase the loans.
4. Commercial paper issued by CAFO, Inc. in an aggregate amount of approximately \$193 million.
5. The following senior indebtedness of Branch Banking and Trust Company:
 - a. \$750 million aggregate principal amount maturing on 06/01/2020
 - b. \$700 million aggregate principal amount maturing on 04/01/2021
 - c. \$1.0 billion aggregate principal amount maturing on 01/15/2022
 - d. \$1.5 billion aggregate principal amount maturing on 05/10/2019
 - e. \$250 million aggregate principal amount maturing on 05/01/2019
 - f. \$1.0 billion aggregate principal amount maturing on 01/15/2020
 - g. \$600 million aggregate principal amount maturing on 01/15/2020
 - h. \$300 million aggregate principal amount maturing on 06/01/2020
6. The following subordinated indebtedness of Branch Banking and Trust Company:
 - a. \$1.25 billion aggregate principal amount maturing on 09/16/2025
 - b. \$849 million aggregate principal amount maturing on 10/30/2026

(vii)

1. [REDACTED]
2. Master Agreement, dated March 14, 2018, by and between Branch Banking and Trust Company and Boston Consulting Group, Inc., including related statements of work.
3. Master Purchase Agreement, dated November 30, 2008, by and between Branch Banking and Trust Company and FolioDynamics, Inc.
4. [REDACTED]
5. Master Services Agreement, dated July 31, 2018, by and between BB&T Securities, LLC and Pershing Group LLC., as amended.
6. [REDACTED]
7. IBM Customer Agreement, dated January 12, 2009, by and between IBM Corporation and Branch Banking and Trust Company, as amended, and ancillary agreements related thereto.
8. Amended and Restated Verizon Business Service Agreement, by and between Verizon Business Network Services Inc. on behalf of MCI Communications Services, Inc. and any and all other Verizon affiliates identified on the applicable Service Attachments or the Guide and Branch Banking and Trust Company.
9. Amended and Restated Master Agreement, dated as of July 1, 2017, by and between Fidelity Information Services, LLC and Branch Bank and Trust Company.

* Not all statements of work, ancillary agreements or amendments have been made available to SunTrust as of the date of this Agreement.

(viii)

1. Settlement Agreement, dated September 29, 2016, by and between BB&T and the United States of America.

(ix)

1. Stock Purchase Agreement dated June 24, 2010 between National Penn Bancshares, Inc. and WSFS Financial Corporation.

Section 4.15
Agreements with Regulatory Agencies

1. Item 1 of Section 4.9(b) of this BB&T Disclosure Schedule is incorporated by reference herein.
2. The VFAM Investigation is incorporated by reference herein.

Section 4.16
Environmental Matters

1. At 200 West Second Street, Winston-Salem, North Carolina, a property in which BB&T is a lessee, a failing roof has resulted in water leaks, affecting indoor air quality. Remediation took place during the fourth quarter of 2018 and testing remains ongoing.

Section 4.18
Real Property

1. Item 1 of Section 4.16 of these BB&T Disclosure Schedules is incorporated herein by reference.
2. Tyson Rhame, a co-owner of the building at 200 West Second Street, Winston-Salem, NC, a property in which BB&T is a lessee, has been convicted of federal crimes including mail and wire fraud. The property is on a potential forfeiture list for the federal government.

Section 4.20
Related Party Transactions

1. Loans and other extensions of credit, deposit products, investment advisory services and other financial services to directors and executive officers in the ordinary course of business and in compliance with applicable laws.
2. Reg O Loans, as of December 31, 2018:

Insider	Borrower	Loan Type	Committed Amount	Balance

Insider	Borrower	Loan Type	Committed Amount	Balance

Insider	Borrower	Loan Type	Committed Amount	Balance
[REDACTED]				

Insider	Borrower	Loan Type	Committed Amount	Balance

**Section 4.25
Loan Portfolio**

(a)

Loan to

is more than 90 days delinquent as of December 31, 2018. It is understood that the reference to September 30, 2018 in the first sentence of Section 4.25(a) of the Agreement shall be deemed to be December 31, 2018.

(i) Watchlist Loans. It is understood that the applicable date set forth in Section 4.25(a)(i) of the Agreement shall be deemed to be December 31, 2018.

Client Name	Outstanding Bank Principal Balance	Accrued but Unpaid Interest
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(ii) OREO Properties. It is understood that the applicable date set forth in Section 4.25(a)(ii) of the Agreement shall be deemed to be December 31, 2018.

Project Name

Book Value

[REDACTED]	
------------	--

Project Name

Book Value

[REDACTED]	
------------	--

1. *Journal of the American Medical Association*, 2000; 283: 2689-2693.

[illegible]

Project Name

Book Value

[REDACTED]	
------------	--

Project Name

Book Value

[REDACTED]	
------------	--

Project Name	Book Value

Section 4.26
Insurance

1. Items 1, 9, 23, 24, 25, 26, 28 and 29 set forth in Schedule 4.9(a) of this BB&T Disclosure Schedule are incorporated by reference herein.

Section 4.27
Investment Advisor Subsidiary

2. On August 25, 2016, the SEC issued a Cease and Desist Order against BB&T Securities, LLC, in Administrative Proceeding File No. 3-17502, for violations of the Investment Advisers Act of 1940.
3. The ERISA Class Action is incorporated herein by reference.

Section 4.29
Broker-Dealer Subsidiary

- (a)
1. The VFAM Investigation is incorporated by reference herein.

Section 5.2 Forbearances

1. BB&T and its Subsidiaries may incur indebtedness in the form of senior debt and bank notes on terms (other than pricing terms) consistent with past practice, and may roll forward any short-term FHLB advances for a further maturity no longer than one year.
2. [REDACTED]
3. BB&T and its Subsidiaries may sell or sell and lease back bank branches or other owned offices in a manner consistent in all material respects with past practice over the twelve-month period preceding the date of the Agreement.
4. It is understood that investments or acquisitions for consideration of not more than \$100,000,000 in one or a series of related transactions shall not be considered material for purposes of Section 5.2(d) of the Agreement.
5. BB&T may settle the ERISA Class Action on terms substantially consistent with those set forth in the settlement agreement dated November 30, 2018.
6. It is understood that settlements of claims, suits, actions or proceedings for monetary remedies of not more than \$100,000,000 in the aggregate shall not be considered material for purposes of Section 5.2(g) of the Agreement
7. [REDACTED]
8. BB&T Insurance Services, Inc. acquired 100% of the member interests in AmRisc, LLC on December 31, 2018. BB&T may file an entity classification election for AmRisc, LLC to classified as an association taxable as a corporation effective January 1, 2019.
9. In establishing performance goals and/or determining the achievement of applicable performance goals under BB&T's bonus and other incentive plans with respect to 2019 performance, BB&T may account for the transactions contemplated by the Agreement and any costs and expenses associated with the transactions contemplated by the Agreement or any nonrecurring charges that would not reasonably be expected to have been incurred by BB&T and its Subsidiaries had the transactions contemplated by the Agreement not arisen (collectively, the "Transaction Expenses").
10. [REDACTED]

[REDACTED]

11.

12.


13.

14. BB&T may pay annual compensation to its non-employee directors in the ordinary course of business consistent with past practice, including the granting of additional BB&T Equity Awards to such directors, which awards shall provide for full vesting at the Effective Time.

15.

16. BB&T and its Subsidiaries may continue, in the ordinary course of business, (a) to issue and credit to deferred compensation accounts shares of BB&T Common Stock in connection with deferral elections (pursuant to both deferral elections made prior to the date of the Agreement and elections to defer compensation between the date of the Agreement and the Effective Time, including reinvestment of dividends issued on BB&T

Common Stock), and (b) to provide credit under equity-based awards for reinvestment of dividends issued on BB&T Common Stock.

17. BB&T may continue to purchase BB&T Common Stock on the open market and/or issue shares of BB&T Common Stock in respect of obligations under the BB&T 401(k) Plan's employer stock fund.
18. BB&T may continue to withhold shares of BB&T Common Stock for withholding Taxes incurred in connection with the exercise, vesting or settlement of BB&T Equity Awards in accordance with past practice.
19. As soon as reasonably practicable after the date hereof, BB&T and SunTrust shall cooperate to establish a retention program to promote retention and to incentivize efforts to consummate the transactions contemplated by the Agreement and effectuate integration and conversion (the "Joint Retention Program"). For purposes of the Joint Retention Program, the parties shall mutually agree on the principles for the allocation of awards and on the terms and conditions, including payment timing, applicable to such awards.
20. 
21. Prior to the Effective Time, BB&T may take such action as necessary to provide that any non-employee director of BB&T whose service terminates on or following the Effective Time will be deemed to have terminated service due to retirement for purposes of any outstanding and unexercised BB&T Options held by such non-employee director as of such termination of service.
22. Prior to the Effective Time, the parties will mutually agree to develop a plan to address BB&T's existing evergreen employment agreements to provide for then current market terms on or prior to the CEO Succession Date.

Section 6.6(a)
Employee Matters

The General Severance Plan for Employees of BB&T Corporation and Affiliates, as amended, shall be the plan applicable to the Continuing Employees who are terminated under circumstances that qualify for severance during the one-year period following the Effective Time; provided, however, that, if the amount of the cash severance to which the terminated Continuing Employee would have been entitled to receive under the terms of the SunTrust Banks, Inc. Severance Pay Plan is higher, then such Continuing Employee shall receive such higher amount of cash severance.

For the avoidance of doubt, any Continuing Employees who participate as of immediately prior to the Effective Time in the SunTrust Banks, Inc. Executive Severance Pay Plan shall remain eligible for severance benefits in accordance with the terms and conditions of such plan.

Section 9.6 Knowledge

1. Kelly S. King
2. Christopher L. Henson
3. Daryl N. Bible
4. Clarke R. Starnes III
5. Robert J. Johnson, Jr.

Public Exhibit 3

SunTrust Disclosure Schedule to the Agreement and Plan of Merger between BB&T and SunTrust
(Redacted Version)

SUNTRUST BANKS, INC. DISCLOSURE SCHEDULE

to the

AGREEMENT AND PLAN OF MERGER

by and between

SUNTRUST BANKS, INC.

and

BB&T CORPORATION

Dated as of February 7, 2019

INTRODUCTION

The attached disclosure schedule (the “SunTrust Disclosure Schedule”) constitutes the SunTrust Disclosure Schedule referred to in the Agreement and Plan of Merger (the “Agreement”), dated as of February 7, 2019, by and between SunTrust Banks, Inc. (“SunTrust”) and BB&T Corporation (“BB&T”). Terms used in this SunTrust Disclosure Schedule without definition have the respective meanings assigned to them in the Agreement. All references to section numbers contained in this SunTrust Disclosure Schedule refer to sections of the Agreement, unless the context otherwise requires.

This SunTrust Disclosure Schedule is qualified in its entirety by reference to the Agreement and does not constitute, and shall not be construed as constituting, representations, warranties or covenants of SunTrust or any of its Subsidiaries, except as and to the extent provided in the Agreement. Matters reflected in this SunTrust Disclosure Schedule are not necessarily limited to matters required by the Agreement to be disclosed in this SunTrust Disclosure Schedule. The inclusion of any items or information, including dollar amounts, in this SunTrust Disclosure Schedule shall not be construed as an admission that such item or information (or any non-disclosed item or information of comparable or greater significance) represents a material exception or fact, event or circumstance or that such item would reasonably be expected to have a Material Adverse Effect on SunTrust, or that such item or information is otherwise required to be scheduled as an exception to any representation, warranty or covenant contained in the Agreement, nor shall the inclusion of such item constitute evidence of the foregoing or establish a standard of materiality for any purpose whatsoever. It is expressly understood and acknowledged that any exceptions set forth herein shall not constitute a basis for a claim of a breach of any of the representations and warranties or covenants made in the Agreement.

No disclosure in this SunTrust Disclosure Schedule relating to any possible or alleged breach or violation of any law or contract shall be construed as an admission or indication that any such breach or violation exists or has actually occurred, or as an admission against any interest of SunTrust or any of its Subsidiaries or its or their respective directors or officers. In disclosing the information in this SunTrust Disclosure Schedule, SunTrust expressly does not waive any attorney-client privilege associated with such information or any protection afforded by the work-product doctrine with respect to any of the matters disclosed or discussed herein. References in this SunTrust Disclosure Schedule to any agreement include references to such agreement’s exhibits and schedules. Where the terms of a contract or other disclosure item have been referenced, summarized or described, such reference, summary or description does not purport to be a complete statement of the material terms of such contract or disclosure item and such disclosures are qualified in their entirety by the specific details of such contract or disclosure item.

Any disclosures made in this SunTrust Disclosure Schedule with respect to a section of Article III of the Agreement shall be deemed to qualify (1) any other section of Article III of the Agreement specifically referenced or cross-referenced and (2) other sections of Article III of the Agreement to the extent it is reasonably apparent on its face (notwithstanding the absence of a specific cross reference) from a reading of the disclosure that such disclosure applies to such other sections.

The introductory language and the headings within this SunTrust Disclosure Schedule are inserted for convenience only and shall not create a different standard for disclosure than the language set forth in the Agreement.

The information disclosed herein shall only be used in conjunction with the Agreement, constitutes “Evaluation Material” for purposes of the Confidentiality Agreement, and is subject to the confidentiality provisions of the Confidentiality Agreement and the confidentiality provisions set forth in the Agreement.

SunTrust does not assume any responsibility to any person or entity that is not a party to the Agreement for the accuracy of any information contained in this SunTrust Disclosure Schedule. The information was not prepared or disclosed with a view to its potential disclosure to others. This information is disclosed in confidence for the purposes contemplated in the Agreement.

Section 3.1
Corporate Organization

(b) Subsidiaries of SunTrust:*

1. SunTrust Robinson Humphrey, Inc.
2. GFO Advisory Services, LLC
3. SunTrust Delaware Trust Company
4. SunTrust Bank Holding Company
5. SunTrust Insurance Services, Inc.
6. Twin Rivers II, Inc.
7. SunTrust Investment Services, Inc.
8. SunTrust Advisory Services, Inc.
9. SunTrust Bank
10. SunTrust Community Capital, LLC
11. CM Finance, LLC
12. STB Real Estate Holdings (Commercial), Inc.
13. STB Real Estate Holdings (Household Lending), Inc.
14. STB Real Estate Holdings (Residential), Inc.

* Not all subsidiaries listed may qualify as “significant subsidiaries.”

Section 3.2
Capitalization

(a)

1. SunTrust Banks, Inc. Deferred Compensation Plan, amended and restated effective as of January 1, 2015, and Addendum A thereto.

(b)

1. SunTrust Plaza Associates, LLC (99.9% directly or indirectly owned)
2. STB Real Estate Holdings (Commercial), Inc., (minority preferred shareholders)
3. STB Real Estate Holdings (Household Lending), Inc., (minority preferred shareholders)
4. STB Real Estate Holdings (Residential), Inc., (minority preferred shareholders)
5. Blackwell Investment II, L.L.C. (50% directly or indirectly owned)
6. Crosstown Memphis Investment Fund, LLC, (99.99% directly or indirectly owned)
7. Paramount Square II Cincinnati Investment Fund, LLC, (99% directly or indirectly owned)
8. SPRE Severn Investment Fund, LLC, (99.9% directly or indirectly owned)
9. ST GA Etowah Terrace, LLC, (99.95% directly or indirectly owned)
10. ST GA Fund I Limited Partner LLC (99.9% directly or indirectly owned)
11. ST GA Fund II Limited Partner LLC (99.8% directly or indirectly owned)
12. ST GA Fund III Limited Partner LLC (99.9% directly or indirectly owned)
13. ST GA Fund IV Limited Partner LLC (99.9% directly or indirectly owned)
14. ST GA Fund IV-LCI Limited Partner LLC (99.9% directly or indirectly owned)
15. ST GA Fund IV-LCI LLC (99.9% directly or indirectly owned)
16. ST GA Fund IX GFB Limited Partner LLC (99.9% directly or indirectly owned)
17. ST GA Fund IX Limited Partner LLC (99.9% directly or indirectly owned)
18. ST GA Fund IX LLC (99.9% directly or indirectly owned)
19. ST GA Fund IX-GFB LLC (99.9% directly or indirectly owned)
20. ST GA Fund NW 2018 Limited Partner LLC (99.9% directly or indirectly owned)
21. ST GA Fund NW 2018 LLC (99.9% directly or indirectly owned)

22. ST GA Fund V Limited Partner LLC (99.9% directly or indirectly owned)
23. ST GA Fund VI-LCI, LLC (99.99% directly or indirectly owned)
24. ST GA Fund VIII Limited Partner LLC (99.9% directly or indirectly owned)
25. ST GA Fund VIII, LLC (99.9% directly or indirectly owned)
26. ST GA Fund X Limited Partner LLC (99.9% directly or indirectly owned)
27. ST GA Fund X LLC (99.9% directly or indirectly owned)
28. ST GA Fund XI Limited Partner LLC (99.9% directly or indirectly owned)
29. ST GA Fund XI LLC (99.9% directly or indirectly owned)
30. ST GA Fund XII Limited Partner LLC (99.5% directly or indirectly owned)
31. ST GA Fund XII LLC (99.9% directly or indirectly owned)
32. ST GA Fund XIII Limited Partner, LLC (99.5% directly or indirectly owned)
33. ST GA Fund XIII, LLC (99.9% directly or indirectly owned)
34. ST GA Fund XIV Limited Partner LLC (99.9% directly or indirectly owned)
35. ST GA Fund XIV LLC (99.9% directly or indirectly owned)
36. ST GA Fund XV LLC (99.9% directly or indirectly owned)
37. ST GA Fund XVI LLC (99.9% directly or indirectly owned)
38. ST GA Fund XVII Limited Partner LLC (99.9% directly or indirectly owned)
39. ST GA Fund XVII LLC (99.9% directly or indirectly owned)
40. ST GA Fund XVIII Limited Partner LLC (99.9% directly or indirectly owned)
41. ST GA Savannah Gardens III, LLC (99.95% directly or indirectly owned)
42. ST NC Fund I Limited Partner LLC (99.9% directly or indirectly owned)

Section 3.3
Authority; No Violation

(b)

1. Supplemental indentures and legal opinions in each case in customary form will be required pursuant to SunTrust's outstanding indentures and debt offerings.

Section 3.4
Consents and Approvals

1. Delaware State Bank Commissioner*
2. Consents, approvals, filings or registration with foreign regulatory authorities may be required in connection with a change of control of the following Subsidiaries: *
 - a. St Management Services (India) Private Limited
 - b. SunTrust Investment Services, Inc.
 - c. SunTrust Insurance Services, Inc.
 - d. Twin Rivers II, Inc.
 - e. SunTrust Banks Trust Company (Cayman) Ltd.

*For the avoidance of doubt it is understood that such approvals are not “Requisite Regulatory Approvals” for purposes of the Agreement.

Section 3.5
Reports

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

4. STRH Variable Rate Demand Obligation (VRDO) Bonds Subpoena. The SEC Division of Enforcement requested records related to offerings of VRDO bonds for which SunTrust Robinson Humphrey, Inc. (“STRH”) served or sought to serve as remarketing agent. The requested records include internal and external communications, marketing materials, and RFP responses, as well as information about interest rate calculations and the process by which interest rates were determined.

■ [REDACTED]

■ [REDACTED]

Section 3.7
Broker's Fees

1. SunTrust intends to engage SunTrust Robinson Humphrey, Inc. as advisor for any branch divestitures in connection with the Merger.

Section 3.8
Absence of Certain Changes or Events

(a)

1. The items set forth in Section 3.9 of this SunTrust Disclosure Schedule are incorporated by reference herein.

(b)

1. The items set forth in Section 5.2 of this SunTrust Disclosure Schedule are incorporated by reference herein.

Section 3.9
Legal and Regulatory Proceedings

1. Jedon M. Lilliston and L-T Adventures, Inc. Plaintiffs allege that a commercial and mortgage loan were taken from SunTrust Bank (“SunTrust”) to fund the purchase of an automobile dealership and that SunTrust charged Plaintiffs a higher rate of interest than stated in the notes. Plaintiffs also allege that SunTrust damaged their credit and failed to properly appraise the dealership and as a result, the dealership was sold at a loss. Plaintiffs seek damages in excess of \$5,000,000, punitive damages, and attorneys’ fees.
2. Scott, W. Stephen, Trustee v. STB (In Re: Runnymede Capital Management Inc.) Lynne Kinder filed an involuntary bankruptcy against Runnymede Capital Management, run by Victor Dandridge, which was formed to manage \$6.5 MM in assets after her husband passed away. The Trustee alleges that between 2009 and 2011, Dandridge transferred funds to various companies and such transfers to accounts at SunTrust Bank totaling \$3.2 MM are avoidable transfers.
3. Yahweh Center Inc., Richard Cook v. STB (Adversary Proceeding). The Chapter 11 trustee for Yahweh Center is suing multiple individuals and entities for Chapter 5 claw back of funds transferred from the bankrupt entity. SunTrust Bank (“SunTrust”) held the deposit accounts for the debtor since 2007 and charged over \$300,000 in NSF fees. The trustee brings claims for avoidance of fraudulent obligations, fraudulent transfers, and aiding and abetting breach of fiduciary duty and is seeking a total recovery of \$3.8 MM from SunTrust.
4. Kalorama Citizens Association, et al. v SunTrust Bank. Two community organizations, Kalorama Citizens Association and Adams Morgan for Reasonable Development, oppose SunTrust’s sale of a bank branch in Washington, D.C. to Developers. The two groups filed this action against SunTrust Bank and the Developers, seeking declaratory and injunctive relief to prevent the sale of the property and prohibit the construction of a new building with a larger footprint on that property. Plaintiffs allege the branch and property are subject to a public easement by dedication dating from the late 1970s which enables public use of the property and prohibits redevelopment. Although the case was filed in D.C. Superior Court on June 15, 2017, SunTrust removed the case to the U.S. District Court for the District of Columbia on March 7, 2018, after the D.C. Superior Court dismissed the Developers.
5. American Ethanol California, Inc. et al. v. SunTrust Banks. This is an investment fraud case allegedly involving losses of \$8 million. The fraud was supposedly perpetrated from 2007 to 2011 by four individuals who targeted developers seeking financing for real estate, energy, and other construction projects. SunTrust was the bank of deposit for the purported fraudsters and is alleged to have facilitated the fraud by its failure to exercise due diligence in opening deposit accounts and permitting millions of dollars in these accounts to be funneled into the hands of the fraudsters. Plaintiffs are seeking compensatory damages, statutory interest, and costs associated with the six counts set forth in the complaint.
6. Bickerstaff, Jeff et al. v. SunTrust Bank. Plaintiff brought a class action on behalf of all Georgia consumers who have had accounts at SunTrust which accounts were assessed overdraft fees on ATM and electronic transactions in the last four years. The Plaintiff claims that such overdraft fees are not a service fee and that because no service is provided, overdraft fees must be considered interest charges and that such charges amount to a usurious rate being charged. Plaintiff has brought claims on behalf of the class for civil and criminal usury, conversion and money had and received.

7. Cobb, Kelly, et al. v. SunTrust Bank. Plaintiff files a collective action suit on behalf of herself and other similarly-situated employees working in SunTrust Bank's Fraud Operations Regulation E Department seeking unpaid overtime compensation due pursuant to the Fair Labor Standards Act ("FLSA") for alleged "off the clock" work performed by the employees. Plaintiff seeks to represent all employees who opt-in to the collective action and seeks unspecified unpaid overtime compensation, liquidated damages, attorneys' fees and costs, pre- and/or post-judgment interest, and any other relief as the Court deems just. This Item of Section 3.9 of this SunTrust Disclosure Schedule is referred to as the "Cobb Class Action".
8. In re: Payment Card Interchange Fee v. SunTrust Bank et al. Twenty named Plaintiffs assert that they represent millions of merchants that accept Visa and Master Card credit and debit cards. The Defendants include Visa, Master Card and 16 banking institutions. The Plaintiffs allege that the Defendants' collusive and anti-competitive practices violate federal and California antitrust laws causing the Plaintiffs to pay supra competitive, exorbitant and fixed prices for card payment systems and raise the prices for retail consumers. The Plaintiffs specifically challenge the Visa and Master Card alleged anti-steering restraints, tying, bundling and exclusive dealing arrangements.
9. SunTrust Bank v. Andre Brotman, et al. (Counterclaim). Borrower filed a class action counterclaim in response to a collection action on a line of credit that was past due. Borrower alleges that although SunTrust Bank filed the deed of trust in the land records, it failed to file the note and is required to do so under Maryland law. Borrower seeks to represent a class of other Maryland borrowers. The suit brings a claim for violation of the Maryland Credit Grantor Revolving Credit Act and seeks unspecified statutory damages and interest.
10. ADT Inc. Class Action Securities Litigation (Goldstrand, Krebsbach, Katz, Sweet, Lowinger, Perdomo). SunTrust Robinson Humphrey, Inc. ("STRH") and the other underwriters of the January 22, 2018 Initial Public Offering ("IPO") of ADT, Inc. ("ADT") have been sued in a putative securities class action. Plaintiff generally alleges that the IPO Documents, along with other publically filed documents issued by ADT, contained false and misleading information concerning ADT's business and operations. Plaintiff asserts that the underwriters are directly liable under Section 11 and 12 of the Securities Act of 1933 for the alleged materially misleading registration statement and prospectus in the IPO. STRH's share of the underwriting was \$16,905,000.
11. Alibaba Class Action Securities Litigation (Nurlybayev, Hercules, Buelow). Three separate but nearly identical complaints were filed in California alleging material misstatements or omissions in the prospectus used in the initial public offering of Alibaba Group Holdings Limited.
12. Endo International PLC Class Action Securities Litigation (Public Employees' Retirement System). This is a securities class action arising out of the June 5, 2015 secondary public offering for Endo International ("Endo"), a company that develops, manufactures and distributes pharmaceutical products. The complaint generally alleges that the Registration Statement and Prospectus issued in connection with the secondary offering failed to disclose certain allegedly material information, including negative trends in Endo's generic pharmaceuticals business caused by the federal government's "up-scheduling" of hydrocodone to a more restrictive category of controlled substances in 2014. The complaint advances claims against the underwriters, including SunTrust Robinson Humphrey, Inc. ("STRH"), under Sections 11 and 12(a)(2) of the Securities Act of 1933 and seeks unspecified compensatory damages, recession damages, and cost of expenses and attorneys' fees. STRH's share of the underwriting was approximately \$27.6 MM.

13. First Community Bank v. SunTrust Robinson Humphrey, Inc., et al. Plaintiff First Community Bank filed this action against a number of financial institutions involved in the issuance, underwriting, sale, and/or rating of a handful of CDO securities which Plaintiff purchased. [REDACTED] Plaintiff has pled numerous causes of actions relating to the issuance, underwriting, sale, and rating of the securities. These causes of action sound in fraud and negligence primarily. STRH was a co-underwriter of one of the securities in question -- Soloso. Plaintiff purchased \$8.4 million of Soloso 2007-1 notes from STRH in the initial offering in 2007. Plaintiff alleges that the investment in Soloso lost essentially 100% of the value upon liquidation.
14. Funko, Inc. Class Action Securities Litigation (Lowinger, Surratt, Baskin, Berkelhammer, Lovell, Jacobs, Kanugonda, Jacobs). SunTrust Robinson Humphrey, Inc. ("STRH") and the other underwriters of the November 3, 2017 Initial Public Offering ("IPO") of Funko, Inc. ("Funko") shares are defendants in a putative securities class action along with Funko and certain of its officers and directors. Plaintiff generally alleges that the IPO documents, along with other publically filed documents issued by Funko, contained false and misleading information concerning Funko's business and operations. Plaintiff asserts that all the defendants are directly liable under Section 11 and 12 of the Securities Act of 1933 for the alleged materially misleading registration statements and prospectus in the IPO. STRH underwrote \$3.3 MM in the IPO.
15. Greensky Class Action Securities Litigation (Langere, Dobek, Mustafin, Coombs, Zhang, Yu, Lowinger). SunTrust Robinson Humphrey, Inc. ("STRH") and the other underwriters of the May 25, 2018 Initial Public Offering ("IPO") of Greensky, Inc. ("Greensky") shares have been sued in a putative securities class action. Plaintiff generally alleges that the IPO Registration Statement, along with various Greensky press releases (collectively referred to as the "IPO Documents") contained false and/or misleading information and/or failed to disclose material adverse facts concerning Greensky's business and operations. The complaint alleges that all defendants are directly liable for the alleged false and misleading information in the Registration Statement and Prospectus under Sections 11, 12 and 15 of Securities Act of 1933. STRH's share of the underwriting was \$23,598,000.
16. Millennium Lender Claim Trust v. STRH and STB, et al. Plaintiff has filed a suit against SunTrust Robinson Humphrey, Inc. ("STRH"), SunTrust Bank ("SunTrust") and other lenders of the \$1.775 BB Millennium Health LLC f/k/a Millennium Laboratories LLC ("Millennium") syndicated loan. Plaintiff claims that the loan was actually a security and that Defendants misrepresented or omitted to state material facts in the offering materials and communications provided concerning the legality of Millennium's sales, marketing and billing practices and the known risks posed by a pending government investigation into the illegality of such practices. Plaintiff brings claims against STRH and SunTrust for violation of the California Corporate Securities Law, the Massachusetts Uniform Securities Act, the Colorado Securities Act, and the Illinois Securities Law, as well as negligent misrepresentation. Plaintiff seeks rescission of sales of securities as well as unspecified rescissory damages, compensatory damages, punitive damages, pre-judgment and post-judgment interest, and attorneys' fees and costs.
17. Patriot National Class Action Securities Litigation (McIntire & Wasik). SunTrust Robinson Humphrey, Inc. ("STRH") and the other underwriters of the January 15, 2015 Initial Public Offering ("IPO") of Patriot National ("Patriot") shares were sued in a putative securities class action. Plaintiff generally alleges that the IPO documents, along with other publically filed documents issued by Patriot, contained false and misleading information concerning Patriot's

business and operations. Plaintiff brings claims under Section 11 and 12 of the Securities Act of 1933. STRH's share of the underwriting was \$1,663,140.

18. Plains All American Pipeline Class Action Securities Litigation (IAM National Pension Fund). Plaintiffs assert claims for violation of Sections 11 and 12(a)(2) of the Securities Act of 1933 (the "1933 Act").
19. ProNAi Therapeutics, Inc. Class Action Securities Litigation (Book and Gallas). This is a securities class action arising out of the July 2015 initial public offering for ProNAi, a clinical-stage oncology company developing therapeutics based on ProNAi's proprietary NDA interference (DNAi) technology platform. At the time of the IPO, ProNAi's lead product was undergoing Phase 2 clinical trials. In June 2016, the Company announced weak interim results from the clinical trials and suspended development of its lead product. Plaintiff alleges that, on this news, ProNAi's stock price plummeted and asserts that representations in the IPO registration statement regarding the efficacy of ProNAi's lead product were materially false and misleading. Plaintiff alleges claims for violation of the Securities Act against ProNAi as well as its underwriters, including SunTrust Robinson Humphrey, Inc. ("STRH"). Plaintiff seeks an unspecified amount of compensatory damages. STRH's share of the underwriting was just under \$16 million.
20. Tetrphase Pharmaceuticals Class Actions Securities Litigation. SunTrust Robinson Humphrey, Inc. ("STRH") and the other underwriters of the Secondary Public Offering ("SPO") of Tetrphase Pharmaceuticals, Inc. ("Tetrphase") shares are among the defendants named in a putative securities class action. The other defendants include Tetrphase and certain of its officers and directors. Plaintiff generally alleges that the SPO Registration Statement, along with other publically filed materials issued by Tetrphase such as the SPO related prospectuses and various Tetrphase press releases contained false and/or misleading information and/or failed to disclose material adverse facts concerning Tetrphase's business, operations, and prospects specifically as it related to the drug eravacycline and/or the IGNITE3 trial. Plaintiff asserts that STRH and other defendants are directly liable under Section 11 of the Securities Act of 1933.
21. Under Armour Class Action Securities Litigation(Aberdeen, Bucks County). SunTrust Robinson Humphrey, Inc. ("STRH") and other underwriters of the \$600 million Under Armour ("UA") offering of senior unsecured notes are defendants in a putative securities class action. The other defendants include UA and certain of its officers and directors. Plaintiffs generally allege that the Registration Statement and other offering materials contained various untrue, false, and misleading statements or omitted material facts. Plaintiffs allege that STRH along with certain other underwriters helped to draft and disseminate the offering materials; that none of the named Securities Act Defendants (including STRH) made a reasonable investigation or possessed reasonable grounds for the belief that the statements contained in the Registration Statement were true and without omissions of any material facts and were not misleading; and that all defendants are directly liable for the alleged untrue, false, and misleading statements and omissions related to the Registration Statement under Section 11 of the Securities Act of 1933, and that UA and the officer-and-director defendants are subject to secondary liability under Section 15 of the Securities Act. STRH's share of the underwriting was \$24 MM.
22. United States Steel Corporation Class Action Securities Litigation (Vrakas). This is a securities class action arising out of the secondary public offering of United States Steel Corporation ("US Steel") and its underwriters, including SunTrust Robinson Humphrey, Inc. ("STRH"), alleging violations of the Securities Act. The complaint alleges violations of Section 11 of the Securities Act of 1933 by the underwriters based on allegations that the registration and offering materials

contained inaccurate, misleading, and/or untrue statements of material facts, and/or omitted to state other facts necessary in order to make the statements made not misleading. STRH underwrote \$6 MM in the offering.

23. Valeant Pharmaceutical International Inc. Class Action Securities Litigation (TIAA-CREF Funds, Tucson, Hound Partners). A pending securities class action brought on behalf of purchasers of certain securities of Valeant Pharmaceutical International Inc. ("Valeant") was recently amended to include claims against STRH. The claims against SunTrust relate to its role as an underwriter of offerings of Valeant's 5.625% senior notes on December 2, 2013, Valeant's 5.50% senior unsecured notes on January 30, 2015, and Valeant's 5.735% senior unsecured notes, 5.875% senior unsecured notes, 4.50% senior unsecured notes and 6.125% senior unsecured notes on March 27, 2015. The amended complaint also includes claims related to additional offerings Valeant securities in which STRH did not participate. The other defendants include Valeant, certain officers and directors of Valeant, and the other underwriters that participated in these and other offerings. The amended complaint alleges that the offering documents for the offerings, as well as other public filings by Valeant, contained false and misleading statements regarding Valeant's business.
24. WideOpen West, Inc. Class Action Securities Litigation (Kirkland, Fiore, Employee Retirement, Corona). SunTrust Robinson Humphrey, Inc. ("STRH") and the other underwriters of the Initial Public Offering ("IPO") of WideOpen West, Inc. ("WOW") shares are defendants named in a putative securities class action. Plaintiff generally alleges that the IPO Documents, along with other publically filed documents issued by WOW, contained false and misleading information concerning WOW's business and operations. Plaintiff further asserts that defendants are directly liable under Section 11 and 15 of the Securities Act of 1933 for the alleged materially misleading registration statement and prospectus in the IPO. STRH's share of the underwriting was \$39,214,993. [REDACTED]
25. Intellectual Ventures II LLC v. SunTrust Banks, Inc. Plaintiff alleges that SunTrust infringes five of its patents related to SunTrust's systems and services that comply with the PCI Data Security Standard for encrypting data during communication sessions, as well as use of the IBM z9 mainframe systems. Plaintiff seeks unspecified damages, interest, costs, and attorneys' fees.
26. Fuller, Barbara et al. v. SunTrust Banks, Inc. et al. This is a putative class action brought pursuant to the Employee Retirement Income Security Act of 1974, as amended, for violations of ERISA's fiduciary duty and prohibited transaction provisions. Plaintiff alleges that the Defendants engaged in corporate self-dealing at the expense of SunTrust's employee retirement plan. Specifically, Plaintiff alleges that the Defendants selected proprietary mutual funds managed and offered by SunTrust affiliates that offered poor performance and high fees compared to other available investment vehicles. As a result of Defendants' alleged breaches of fiduciary duty, Plaintiff maintains that the 401(k) Plan and its participants have lost tens of millions of dollars. This Item of Section 3.9 of this SunTrust Disclosure Schedule is referred to as the "401(k) Plan Class Action".
27. Bd of County Comm Cleveland, OK v. MERS Corp. et al. Plaintiff alleges that MERS, along with various of its members, including SunTrust Mortgage, Inc. ("STM"), violated state law by failing to record every mortgage assignment and not paying recording fees. Plaintiff filed the case as a class action and purports to represent other counties. As relief, Plaintiff seeks an injunction [REDACTED] and disgorgement from Defendants of all benefits obtained [REDACTED] by not paying the fees on all past mortgage assignments.

28. County of Clackamas v. MERS, Inc. and STM et al. Fourteen counties in Oregon allege that the Defendants (including MERS, SunTrust Mortgage, Inc. and other mortgage companies) improperly deprived Plaintiffs of recording fee revenues by not properly recording all transfers of mortgages and through use of the MERS system. Plaintiffs bring claims of fraudulent misrepresentation/fraud/deceit, unjust enrichment/quasi-contract, negligence and gross negligence. Plaintiffs seek damages in excess of \$50 million plus restitution, disgorgement and other actual damages.
29. Davis, Sonya et al. v. SunTrust Mortgage, Inc., et al. A number of individual Plaintiffs have attempted to bring a class action that generally alleges that Defendants (including MERS, SunTrust Mortgage, Inc. and other mortgage companies) stole their identity. [REDACTED] the complaint broadly challenges the mortgage securitization process, use of MERS, and alleges that Plaintiffs' financial information has been misappropriated. It purports to assert claims for alleged violations of: (1) the Stored Communications Act; (2) the Gramm-Leach Bliley Act; (3) the Illinois Consumer Fraud and Deceptive Trade Practices Act; (4) 'Invasion of Privacy' and similar claims; (5) RESPA; (6) FCRA; (7) unjust enrichment; and (8) injunctive and declaratory relief. Plaintiffs seek unspecified actual, compensatory, statutory, and punitive damages.
30. In re: Image Masters, Inc. (Lynn Feldman Trustee). Image Masters' Chapter 7 Bankruptcy Trustee sued 11 lenders, including SunTrust Bank, alleging that monies paid by the Debtor to the lenders for various borrowers' accounts were paid without consideration and are therefore fraudulent or alternatively preferential. The Trustee asserts claims under Bankruptcy Code sections 544, 547, 548, and 550 and seeks to recover \$9,172,387.96 from SunTrust.
31. Lystad, Karen v. STM. Plaintiffs are borrowers who filed a lawsuit against SunTrust Mortgage, Inc. ("STM") alleging breach of a 2011 litigation settlement agreement that provided for loan modification. Plaintiffs also allege that STM did not apply a reinstatement payment properly, that their bankruptcy case was dismissed because of the inflated demand by STM, and that one of the Plaintiffs had a heart attack and died because of the stress. Plaintiffs bring claims under the California Homeowners' Bill of Rights as well as claims for negligent and intentional infliction of emotional distress, breach of contract and wrongful death, seeking \$5 MM in damages.
32. Grubea, Peter D. v. SunTrust Mortgage, Inc., et al. Plaintiff brought qui tam action under the Financial Institutions Reform, Recovery, and Enforcement Act of 1989, 12 USC § 1833a (FIRREA) alleging violations or conspiracies to violate sections of Title 18 affecting a federally insured financial institution. Specifically, Plaintiff alleges that fees paid to eight named New York law firms and any business entities affiliated with those firms in foreclosure actions were fraudulent.
33. Randle, Tracy, et al. v. SunTrust Banks, Inc., et al. Plaintiffs filed a class action suit on behalf of themselves and other similarly-situated African American Financial Advisors alleging SunTrust discriminated against them by denying them favorable business opportunities, compensation, and other unspecified terms and conditions of employment because of their race. Plaintiffs also allege that they suffered retaliation for complaining of their unlawful treatment. Plaintiffs seek compensatory and punitive damages, prejudgment interest, attorneys' fees and costs, and injunctive relief. This Item of Section 3.9 of this SunTrust Disclosure Schedule is referred to as the "Randle Class Action".
34. Wright & Morrow v. Buyer and SunTrust Bank. Plaintiff brought suit against SunTrust Bank and one of its employees alleging that it was a disqualified trustee of the John Goza Lifetime Trust due

to conflict of interest, and used the role of trustee to take control of the financial affairs of John Goza to benefit SunTrust Bank and others. Plaintiff brings claims of conspiracy and fraud and seeks over \$5 million in compensatory and punitive damages.

35. Millennium Corporate Claim Trust v. SunTrust Bank, et al. The Trustee of the Millennium Corporate Claim Trust filed an adversary complaint against SunTrust Bank and other Defendants in the Millennium bankruptcy proceeding seeking to recover arrangement fees paid, including \$1.765 MM paid to SunTrust. The Trustee alleges that the Defendants misrepresented (or omitted) material facts in offering materials in connection with a 2014 Credit Agreement and that the Defendants and Millennium entered into the transaction with the intent to hinder, delay, or defraud lenders. The Trustee seeks to claw back the fees under bankruptcy law. The Trustee also seeks to recover interest, attorneys' fees and other costs.

36. [REDACTED]

37. Sunrun, Inc. Class Action Securities Litigation (Greenberg, Cohen, Pytel, Brown, Linde). This matter involves a series of securities class actions brought on behalf of purchasers of common stock of Sunrun, Inc. ("Sunrun") filed in state and federal court. Plaintiffs bring claims against Sunrun and its underwriters, including claims against SunTrust Robinson Humphrey, Inc. ("STRH"). Plaintiffs seek unspecified damages.

38. SunTrust Bank v. Andre Brotman, et al. (Counterclaim). Borrower filed a class action counterclaim in response to a collection action on a line of credit that was past due. Borrower alleges that although SunTrust Bank filed the deed of trust in the land records, it failed to file the note and is required to do so under Maryland law. Borrower seeks to represent a class of other Maryland borrowers. The suit brings a claim for violation of the Maryland Credit Grantor Revolving Credit Act and seeks unspecified statutory damages and interest.

39. [REDACTED]

40. [REDACTED]

[REDACTED]

41. [REDACTED]

42. [REDACTED]

43. [REDACTED]

44. The items set forth in Section 3.5 of this SunTrust Disclosure Schedule are incorporated by reference herein.

45. A lawsuit was filed by SunTrust in July 2014 to recover insurance for multi-billion dollar losses bank incurred during the Financial Crisis. SunTrust purchased professional liability insurance policies each year with limits of \$125-\$150 million. Policies cover claims first made in the policy period. The bank incurred ~\$4 billion in losses from about 200 claims made by regulators, consumers, shareholders, etc. Insurers contend almost all claims are “deemed made” in one policy period (2006-07), subject to one insurance limit, based on connection to “subprime crisis.” SunTrust contends that there are three claims categories—underwriting claims, foreclosure claims, and the DOJ HAMP Claim—triggering three insurance limits. SunTrust separately seeks coverage for losses relating to SunTrust’s auction-rate securities business under an earlier policy period (2005-06). A total of 14 different insurers — primary and excess — are defendants (e.g., Chubb, AIG, Hartford, XL, various syndicates at Lloyd’s London, HCC, etc.).

Section 3.10
Taxes and Tax Returns

1. Extensions of statute of limitations and assessments applicable to any material Tax:
 - a. SunTrust carried back tax credits of approximately \$198 million from the 2017 taxable year to the 2016 taxable year. The refund claim was received in 2018. The carryback claim is subject to review by the Joint Committee on Taxation. The initial meeting with the Internal Revenue Service was planned for late January but was postponed due to the partial government shutdown. The meeting has not been rescheduled yet.

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

2. SunTrust has not acquired any entities that have a statute of limitations that remains open for an unrelated affiliated group filing a consolidated federal income tax return.
3. SunTrust Advisory Services, Inc.'s capital stock was distributed by SunTrust Investment Services, Inc. to another SunTrust Subsidiary in a transaction intending to qualify for tax-free treatment under Section 355 of the Code on January 1, 2017.

■ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Section 3.11
Employees

(f)

1. SunTrust maintains a retiree medical plan for eligible retirees who meet specific age and service requirements at the time of retirement. Effective April 1, 2014, SunTrust amended the retiree medical plan to require retirees age 65 and older to enroll in individual Medicare supplemental plans; SunTrust has funded a tax-advantaged health reimbursement account to assist such participating retirees with qualifying medical expenses. Retirees under the age of 65 who meet these age and service requirements are permitted to participate once required contributions have been paid. The retiree medical plan is funded in a retiree health trust and participant contributions are adjusted annually.
2. SunTrust maintains a retiree life insurance plan for eligible retirees who meet specific age and service requirements at the time of retirement. The retiree life insurance plan is noncontributory and is funded by a voluntary employees' beneficiary association trust.

(h)

1. The 401(k) Plan Class Action is incorporated by reference herein.

(j)

1. SunTrust Banks, Inc. 2018 Omnibus Incentive Compensation Plan and awards outstanding thereunder.
2. SunTrust Banks, Inc. 2009 Stock Incentive Plan, amended and restated as of August 11, 2015, and awards outstanding thereunder.
3. SunTrust Banks, Inc. 2004 Stock Plan, amended and restated as of February 12, 2008, and awards outstanding thereunder.
4. SunTrust Banks, Inc. Executive Severance Pay Plan, amended and restated as of January 1, 2019.
5. SunTrust Banks, Inc. Deferred Compensation Plan, amended and restated effective as of January 1, 2015, and Addendum A thereto.
6. Supplemental Executive Retirement Plan, amended and restated as of January 1, 2011.
7. SunTrust Banks, Inc. Annual Incentive Plan.
8. The potential accelerated vesting or payment of SunTrust Equity Awards, annual bonuses and severance payments and benefits under the SunTrust Banks, Inc. Executive Severance Pay Plan could, alone or in combination with another event or payment, result in the payment of amounts that could constitute an "excess parachute payment" under Section 280G(b)(1) of the Code; provided, however, that the SunTrust Banks, Inc. Executive Severance Pay Plan provides that participating executives' payments and benefits will be reduced so as not to trigger the excise tax imposed under Section 4999 of the Code unless, without such reduction, the participant would receive and retain, on a net after-tax basis (taking into account all applicable taxes payable by the

participant, including any excise tax), an amount which is greater than the amount, on a net after-tax basis, that the participant would be entitled to retain upon receipt of the reduced amount.

(l)

1. The Cobb Class Action is incorporated by reference herein.
2. The Randle Class Action is incorporated by reference herein.

■ [REDACTED]

Section 3.12
SEC Reports

1. A large rectangular area of the document is completely redacted with solid black bars, covering approximately five lines of text.

Section 3.13
Compliance with Applicable Law

(a)

1. The items set forth in Section 3.9 of this SunTrust Disclosure Schedule are incorporated by reference herein.

(b)

■ [REDACTED]

(d)

1. In April 2018, SunTrust notified clients and regulators in all 50 states regarding a potential security breach by a former employee. A class action suit was subsequently filed alleging that SunTrust failed to safeguard customers' personal information. The class action was ordered to arbitration, after which no claims have been filed.

Section 3.14
Certain Contracts

(a)

(i)

1. Master Agency Agreement, dated as of September 13, 2010 among SunTrust and SunTrust Robinson Humphrey, Inc. (incorporated by reference to Exhibit 1.1 to SunTrust's Form 8-K filed on September 14, 2010), as amended by (i) Amendment No. 1 to Master Agency Agreement, dated October 3, 2012, incorporated by reference to Exhibit 10.1 to SunTrust's Current Report on Form 8-K filed October 3, 2012, and (ii) the Agent Accession Letter, dated April 25, 2018, between SunTrust Banks, Inc. and Merrill Lynch, Pierce, Fenner & Smith Incorporated, incorporated by reference to Exhibit 1.2 to SunTrust's Current Report on Form 8-K filed April 26, 2018.

(ii)

1. Stock Purchase Agreement between SunTrust Bank and IPFS Corporation, dated as of September 19, 2017.

(iv)

1. [REDACTED]
[REDACTED]

(v) Contracts providing for the following indebtedness:


Issuer	Type	Book Value (\$ mm)	Issuance	Maturity Date
STI	Senior	\$650	5/1/2014	5/1/2019
STI	Senior	\$999	3/3/2016	3/3/2021
STI	Senior	\$51	6/30/1999	8/1/2019
STI	Senior	\$999	12/1/2016	1/27/2022
STI	Senior	\$849	4/26/2018	5/1/2025
STI	Sub	\$200	2/15/1996	2/15/2026
STB	Senior	\$750	2/2/2018	1/29/2021
STB	Senior	\$300	2/1/2017	1/31/2020

STB	Senior	\$1,000	2/1/2017	1/31/2020
STB	Senior	\$999	7/31/2017	8/1/2022
STB	Senior	\$499	2/2/2018	2/2/2023
STB	Senior	\$599	5/1/2013	5/1/2023
STB	Senior	\$300	7/26/2018	8/2/2022
STB	Senior	\$500	7/26/2018	8/2/2022
STB	Senior	\$500	7/26/2018	8/2/2024
STB	Senior	\$300	10/26/2018	10/26/2021
STB	Senior	\$600	10/26/2018	10/26/2021
STB	Senior	\$500	10/26/2018	11/3/2025
STB	Sub	\$180	3/24/2005	4/1/2020
STB	Sub	\$747	5/16/2016	5/15/2026

(vi)

1. The following is a list of vendors with which SunTrust maintains a consulting agreement or data processing, software programming or licensing contract involving the payment of more than \$10,000,000 per annum:


Vendor
██████████
██████████
██████████
First Data
██████████
██████████
██████████

PWC
Deloitte
Microsoft
Oracle
Fidelity National Information Services
CA


(ix)

1. Stock Purchase Agreement between SunTrust Bank and IPFS Corporation, dated as of September 19, 2017.

(b)

1. Items 1, 9, 27, 28, 31, 35,  set forth in Section 3.9 of this SunTrust Disclosure Schedule are incorporated by reference herein.

Section 3.15
Agreements with Regulatory Agencies

1. FRB Mortgage Consent Order terminated by Board of Governors effective January 12, 2018. All provisions have been deemed satisfied.

Section 3.16
Environmental Matters

1. In May 2017, a SunTrust employee filed a complaint regarding the indoor air quality at SunTrust's North Lakeland location. Subsequent investigation revealed no abnormalities in the air quality, and there is no further action pending at this time.

Section 3.17
Investment Securities and Commodities

1. As of January 31, 2019, SunTrust has pledged \$1.4 billion of investment securities as collateral for FHLB advances.

Section 3.18
Real Property

1. Item 4 of Section 3.9 of this SunTrust Disclosure Schedule is incorporated by reference herein.
2. STB maintains a line of credit with the REIT entity, which is STB Real Estate Holdings (Commercial), Inc., a DE corporation, and pledges certain real properties as security for the line. The security instruments are not recorded.

Section 3.20
Related Party Transactions

1. Loans and other extensions of credit, deposit products, investment advisory services and other financial services to directors and executive officers in the ordinary course of business and in compliance with applicable laws.

Section 3.25
Loan Portfolio

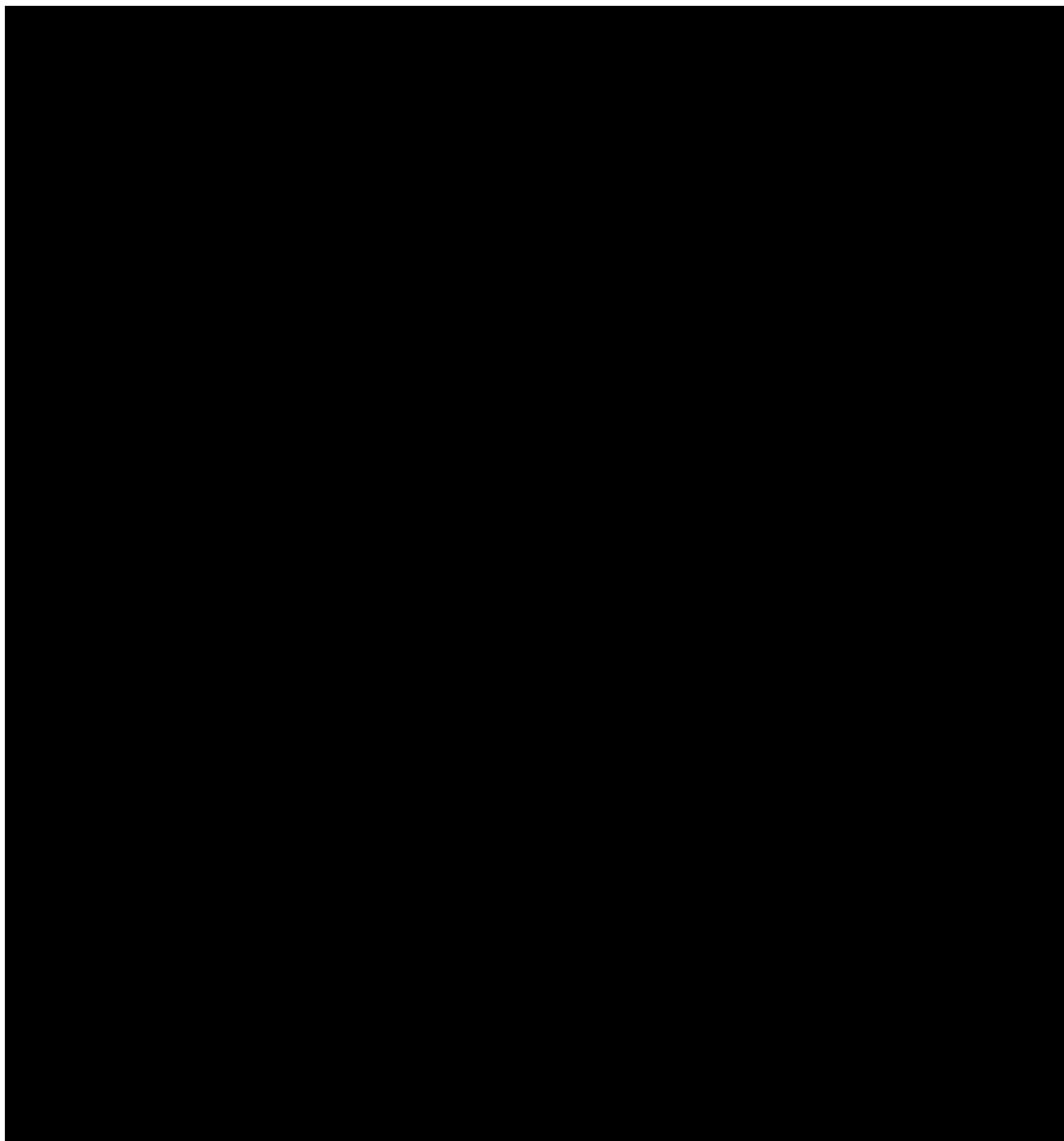
(a)

As of December 31, 2018, the following Loans had an outstanding balance of \$10,000,000 or more and under the terms of which the obligor was, as of December 31, 2018, over ninety (90) days or more delinquent in payment of principal or interest:

\$000s		
CRS Name	Accrued Unpaid Interest	Outstanding

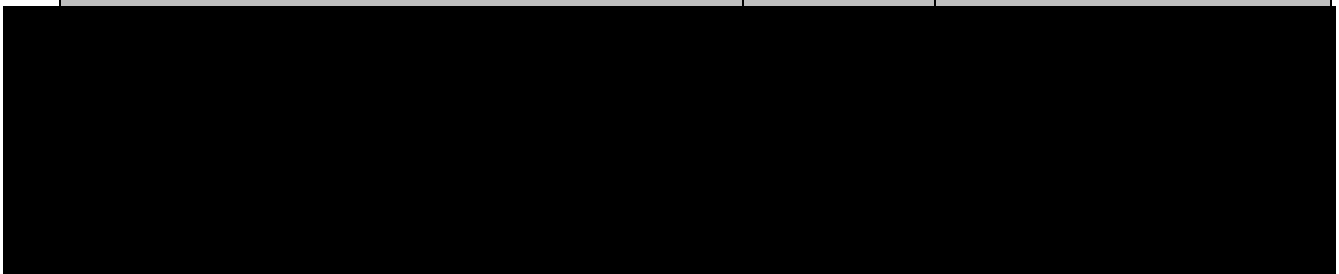
(i) Special mention or worse Loans with an outstanding balance of \$10,000,000 or more as of December 31, 2018:

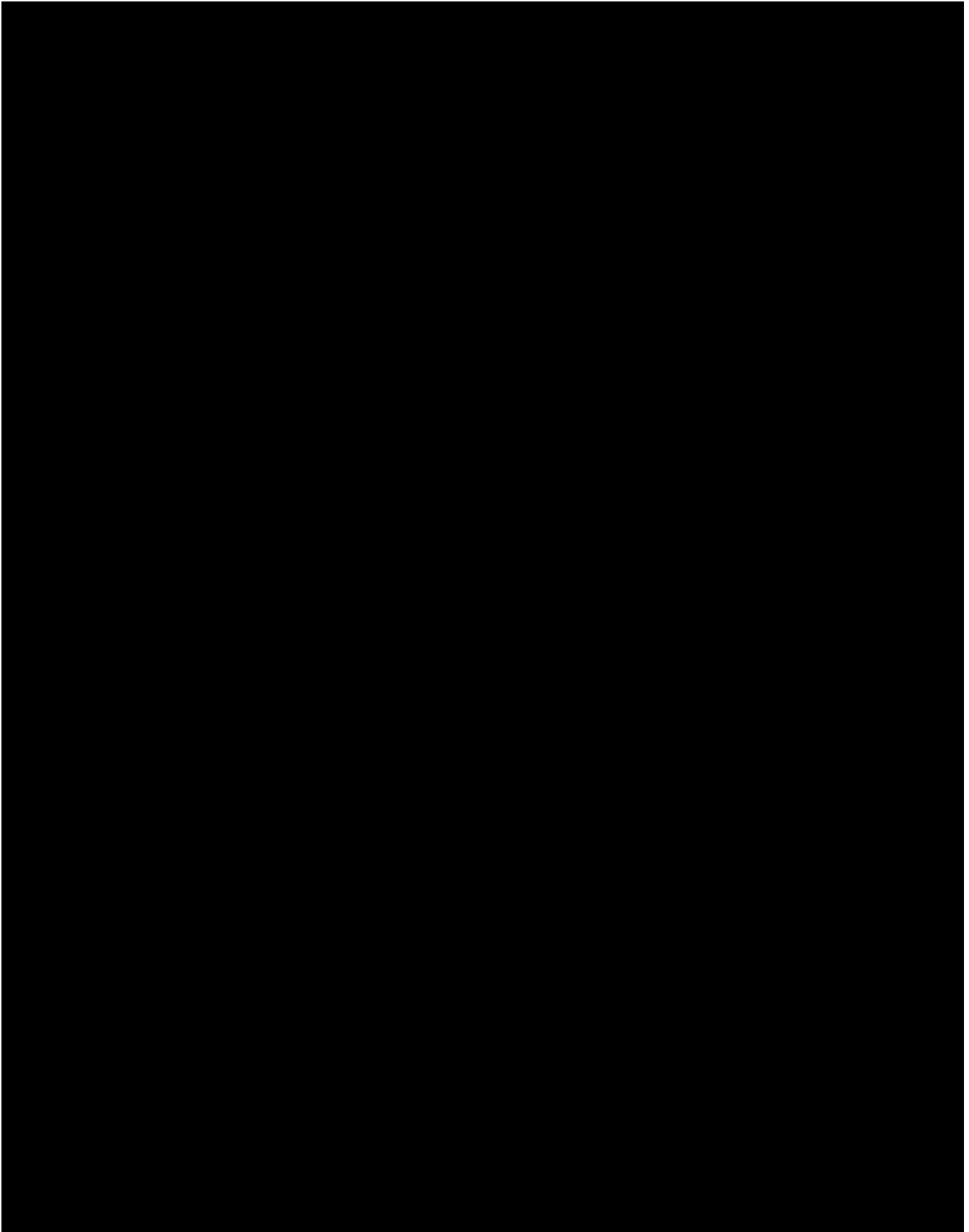
\$000s		
CRS Name	Accrued Unpaid Interest	Outstanding

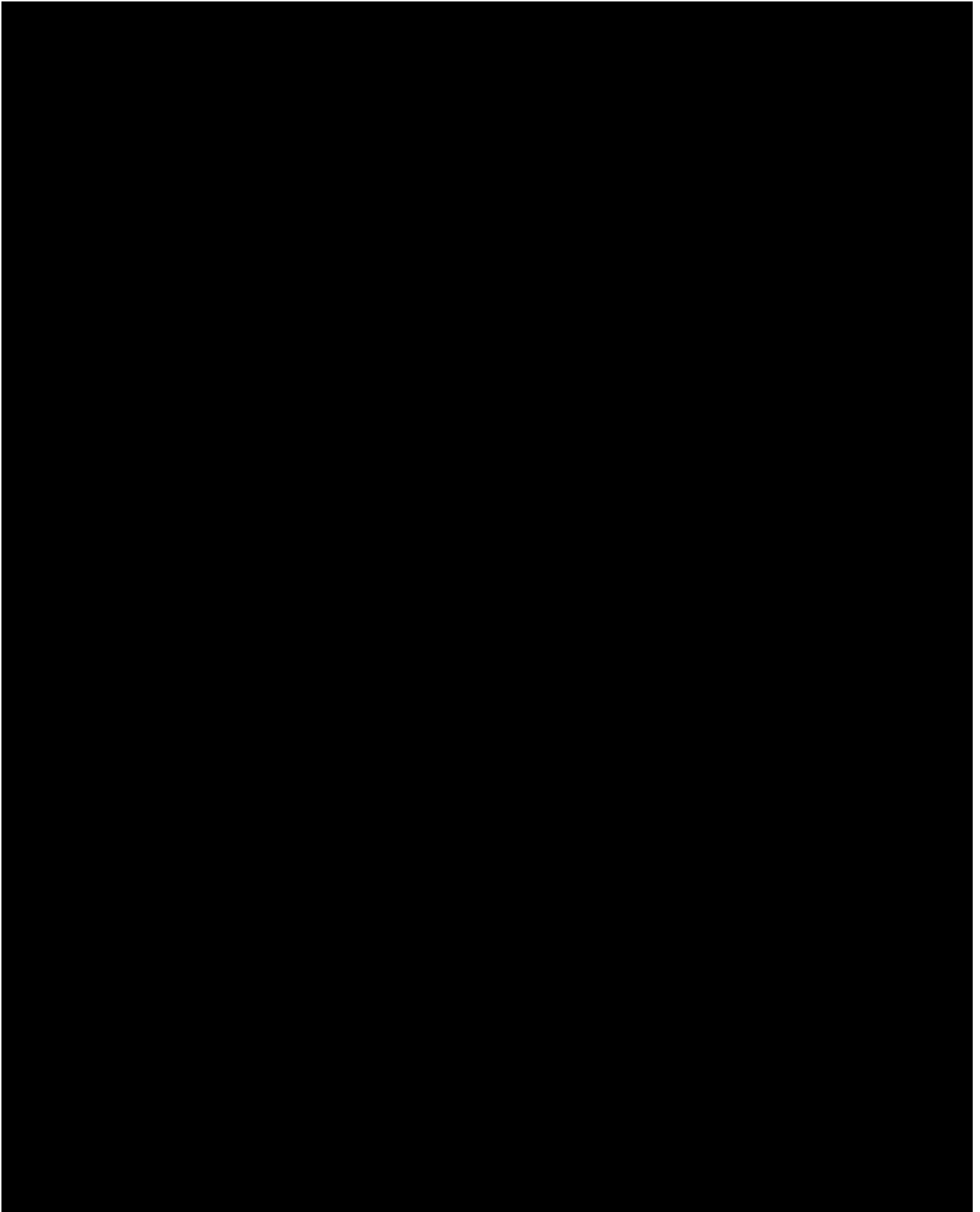


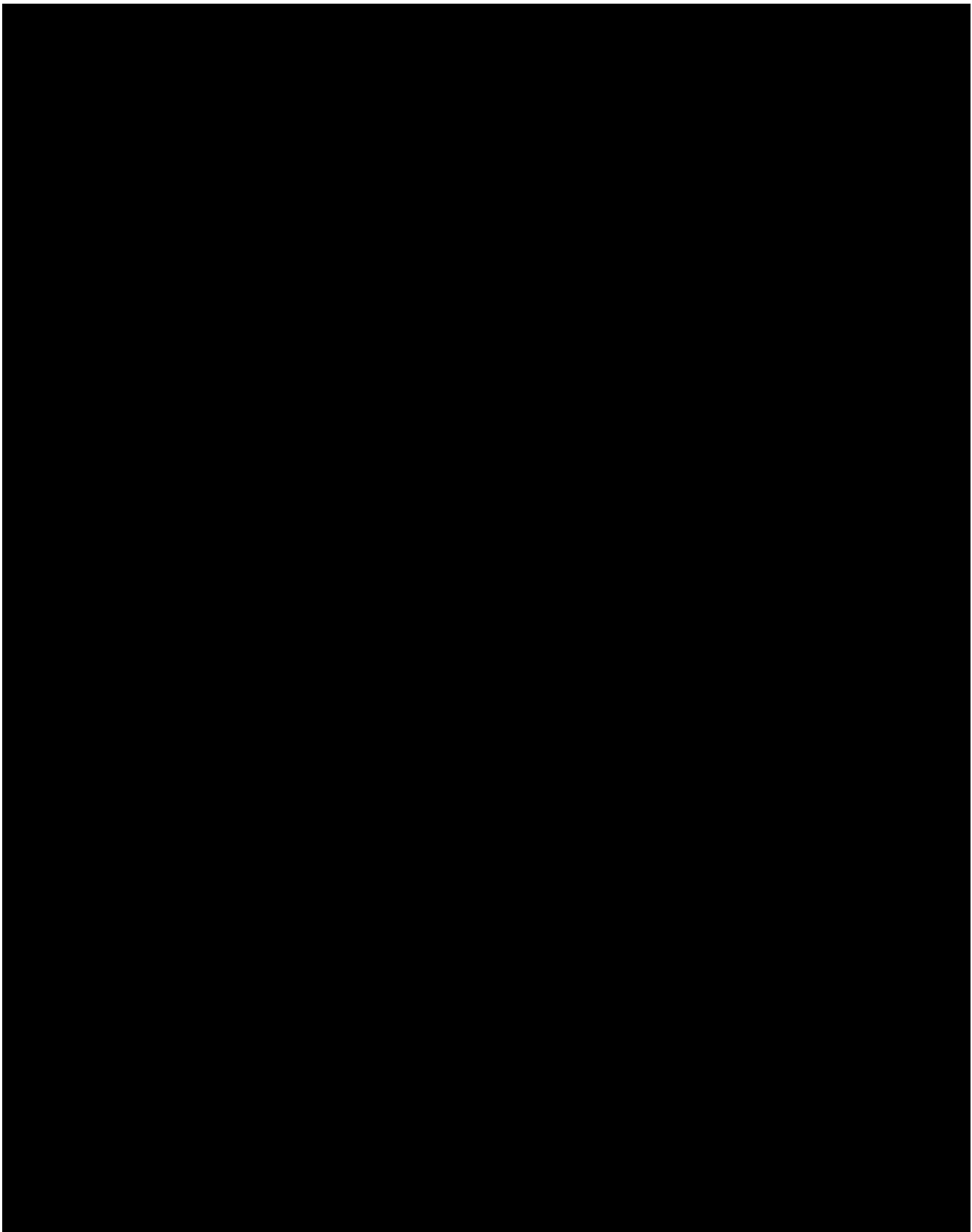
(ii) OREO Properties. It is understood that the applicable date set forth in Section 3.25(a)(ii) of the Agreement shall be deemed to be December 31, 2018.

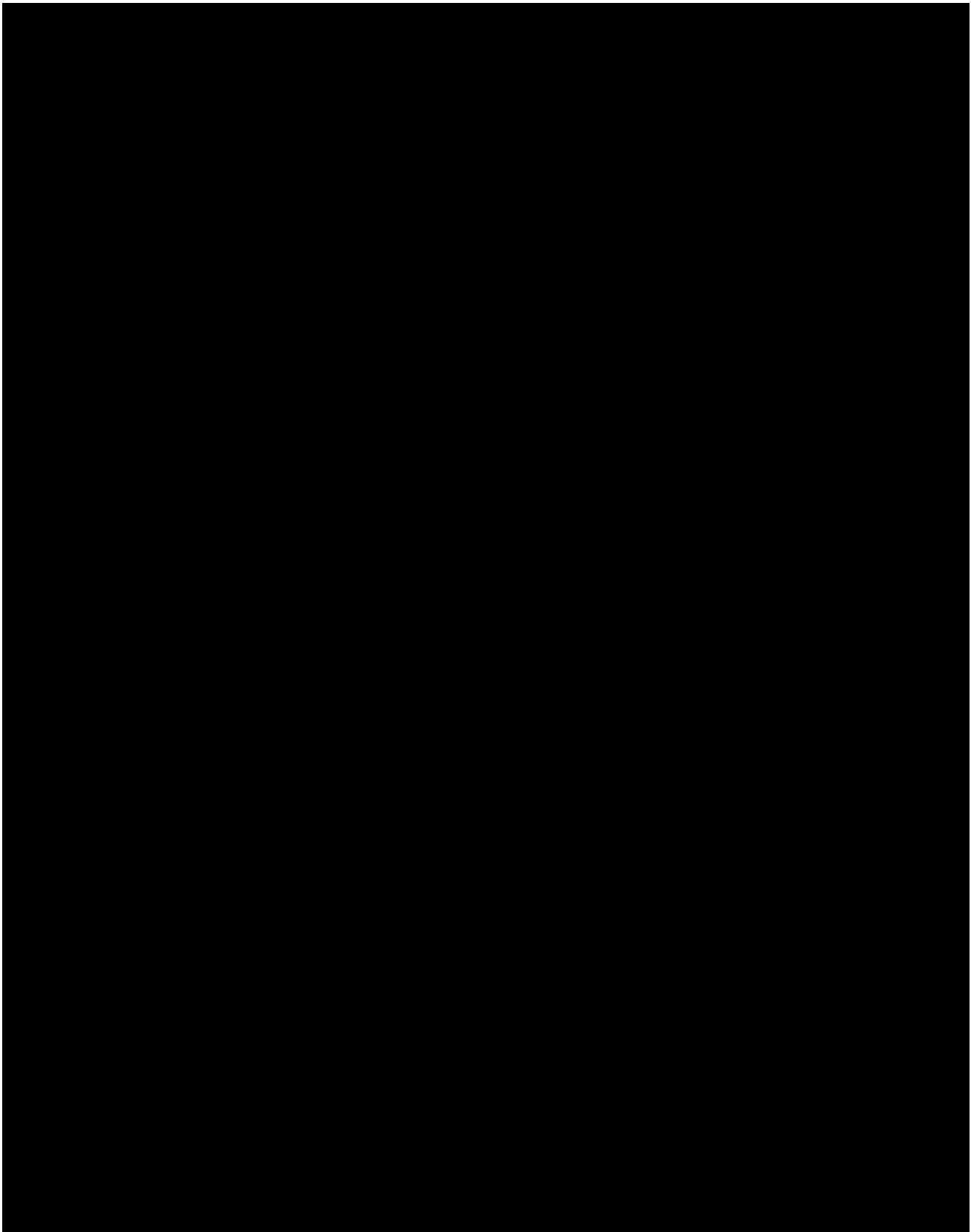
Street Address	State	Book Value
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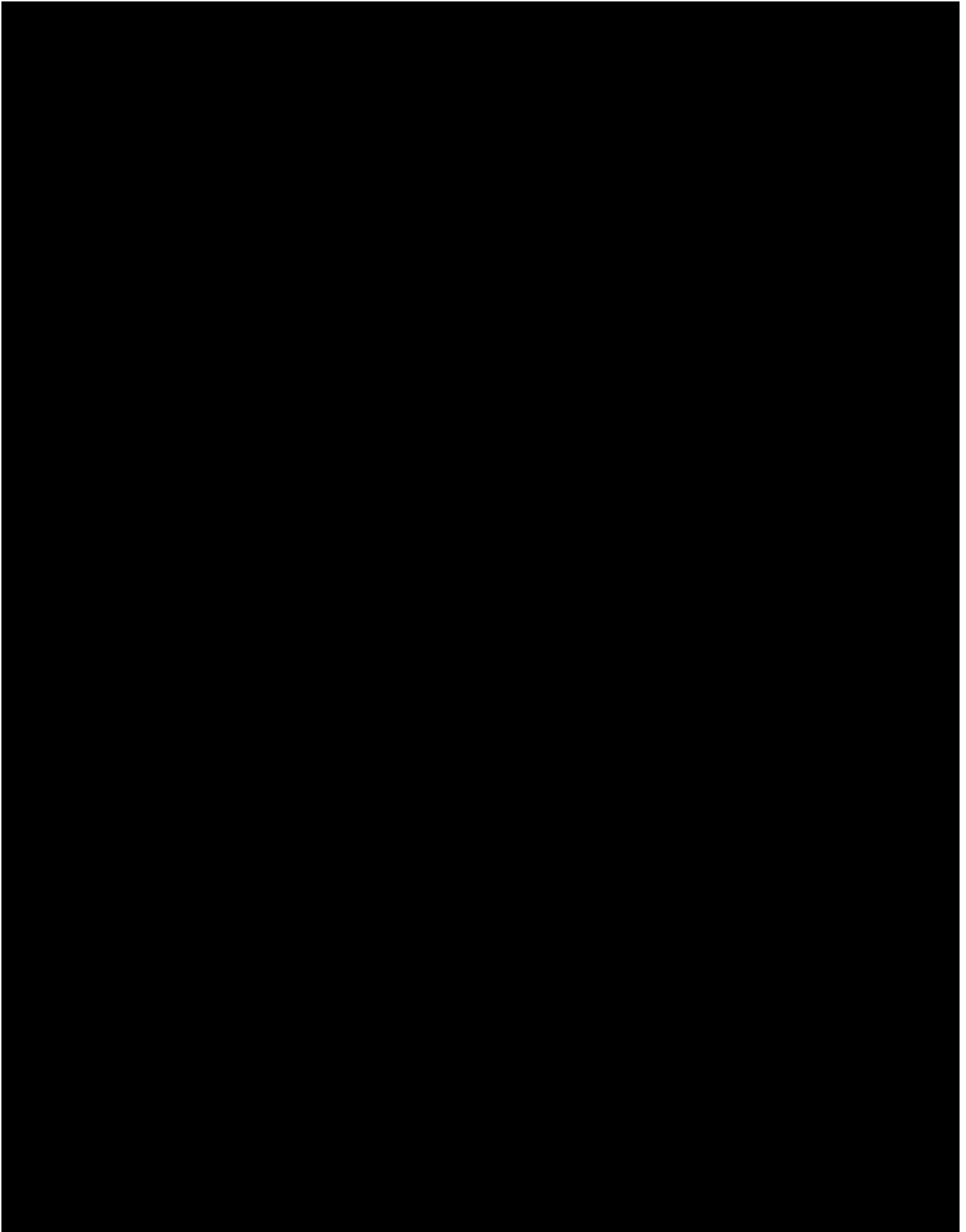


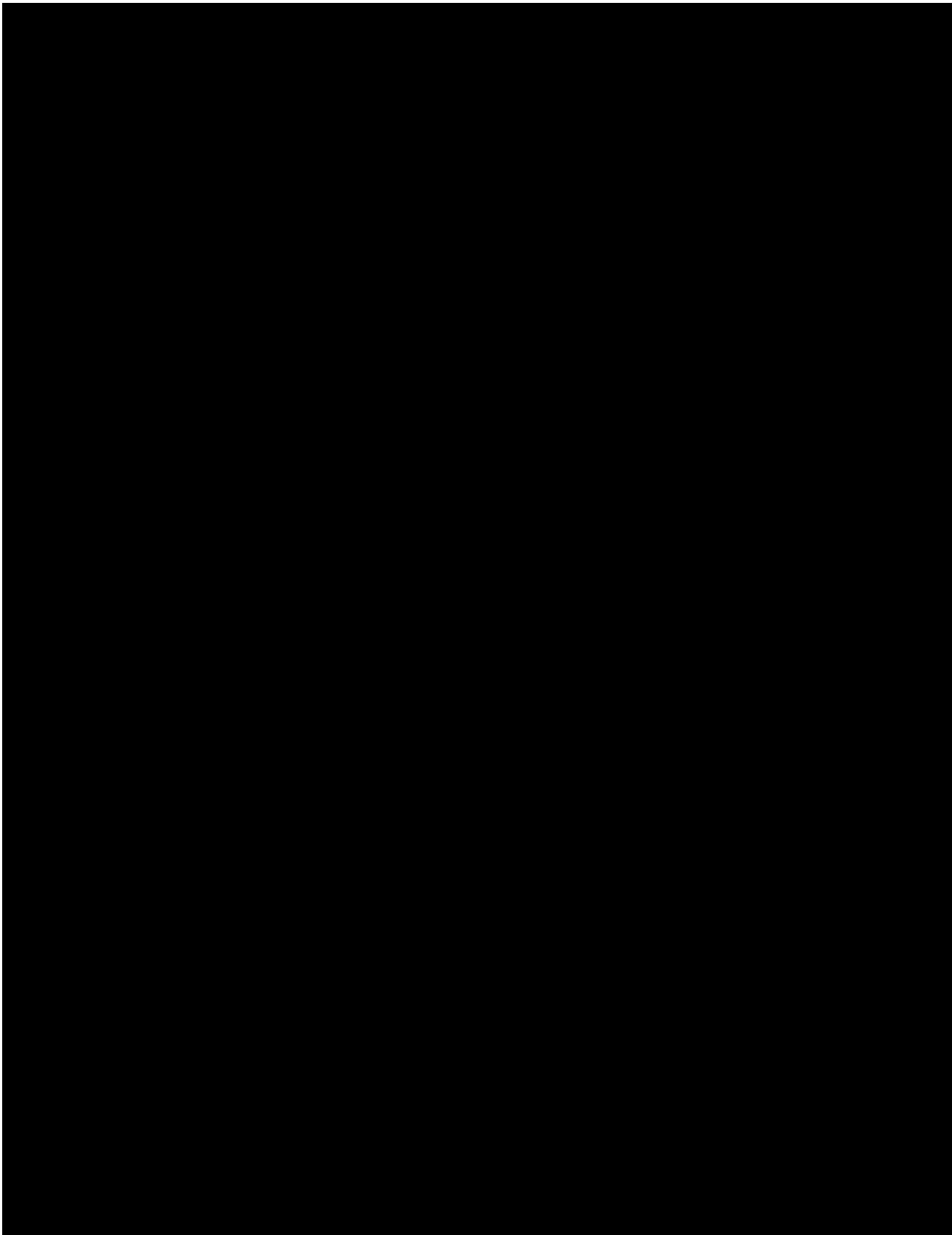


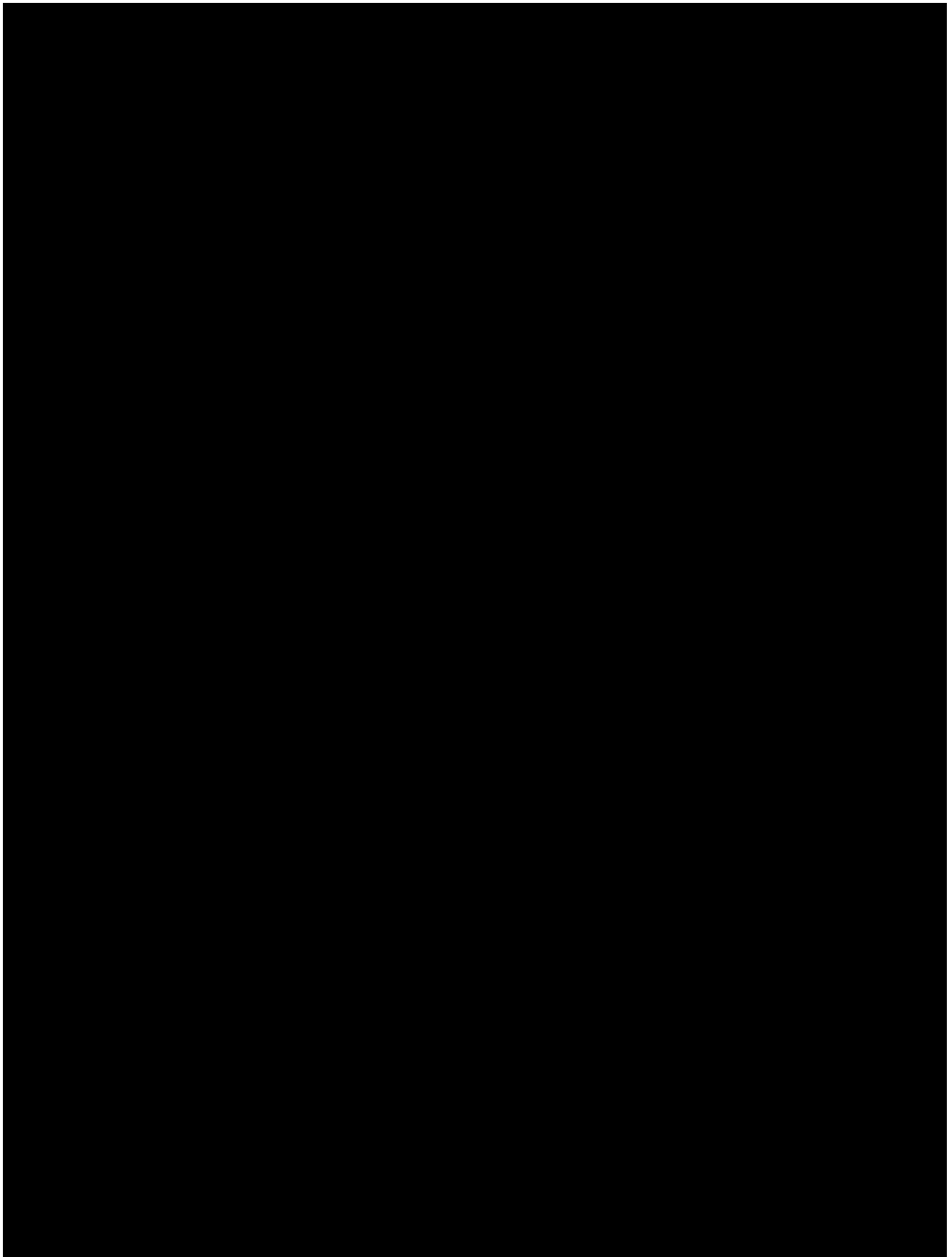


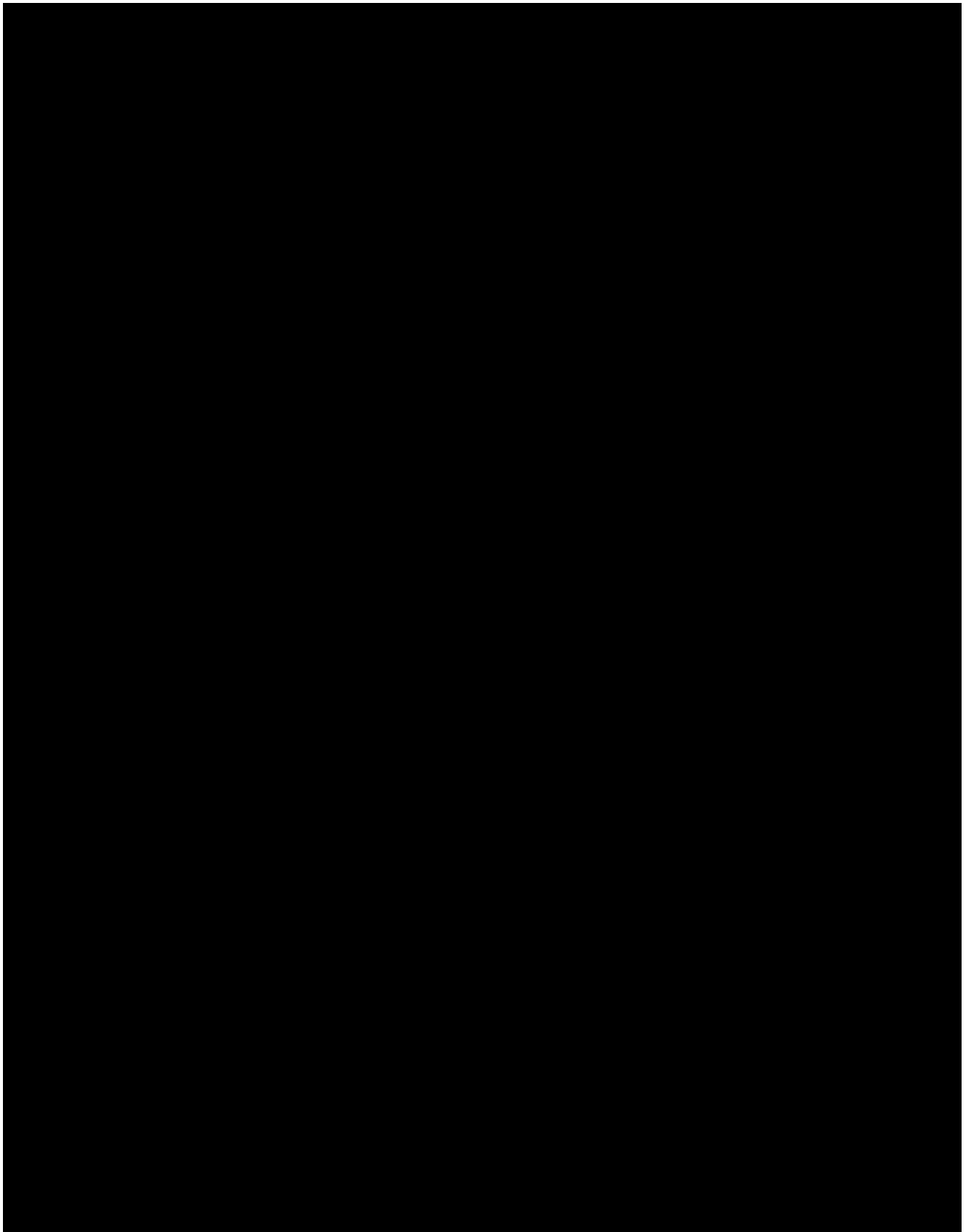


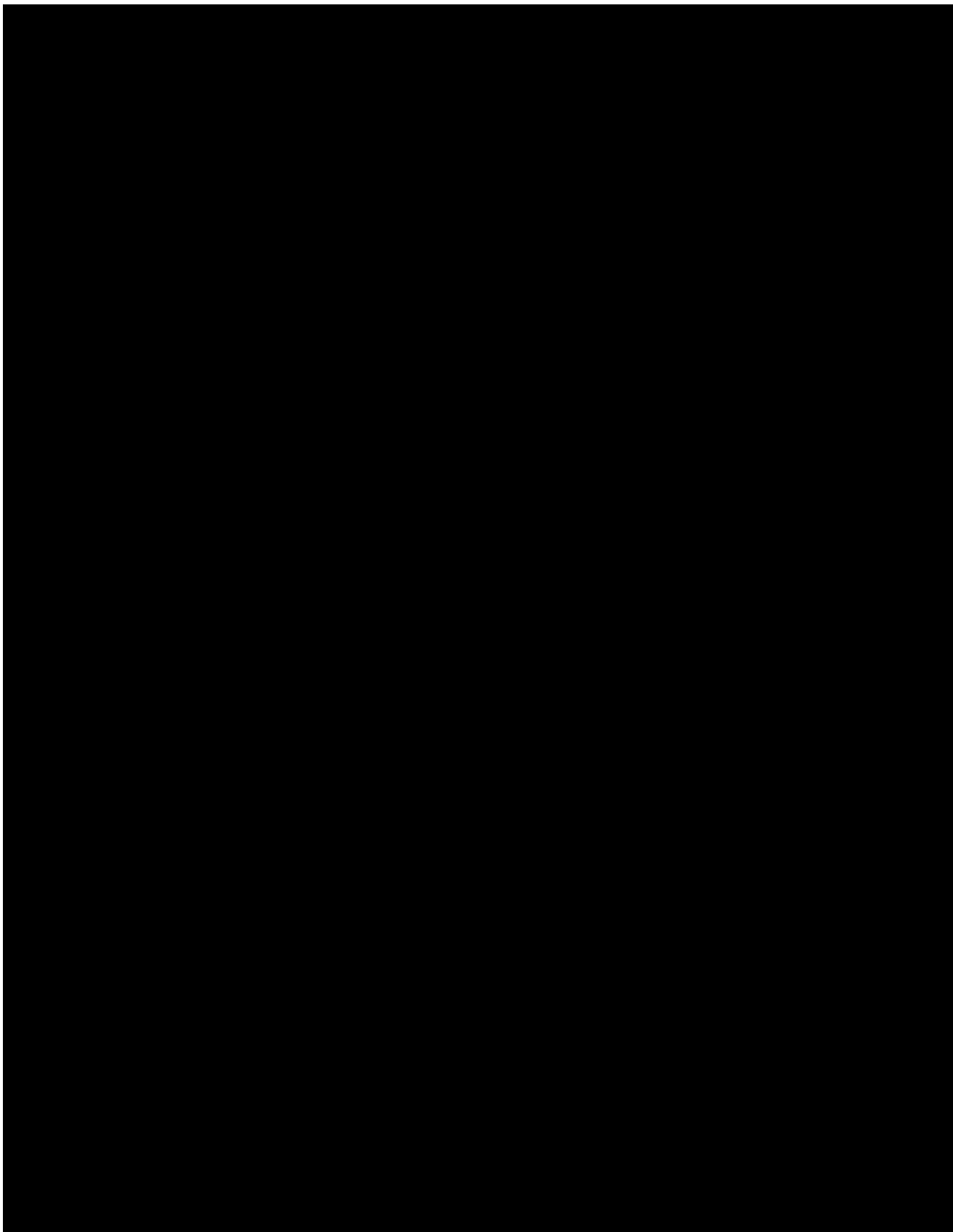


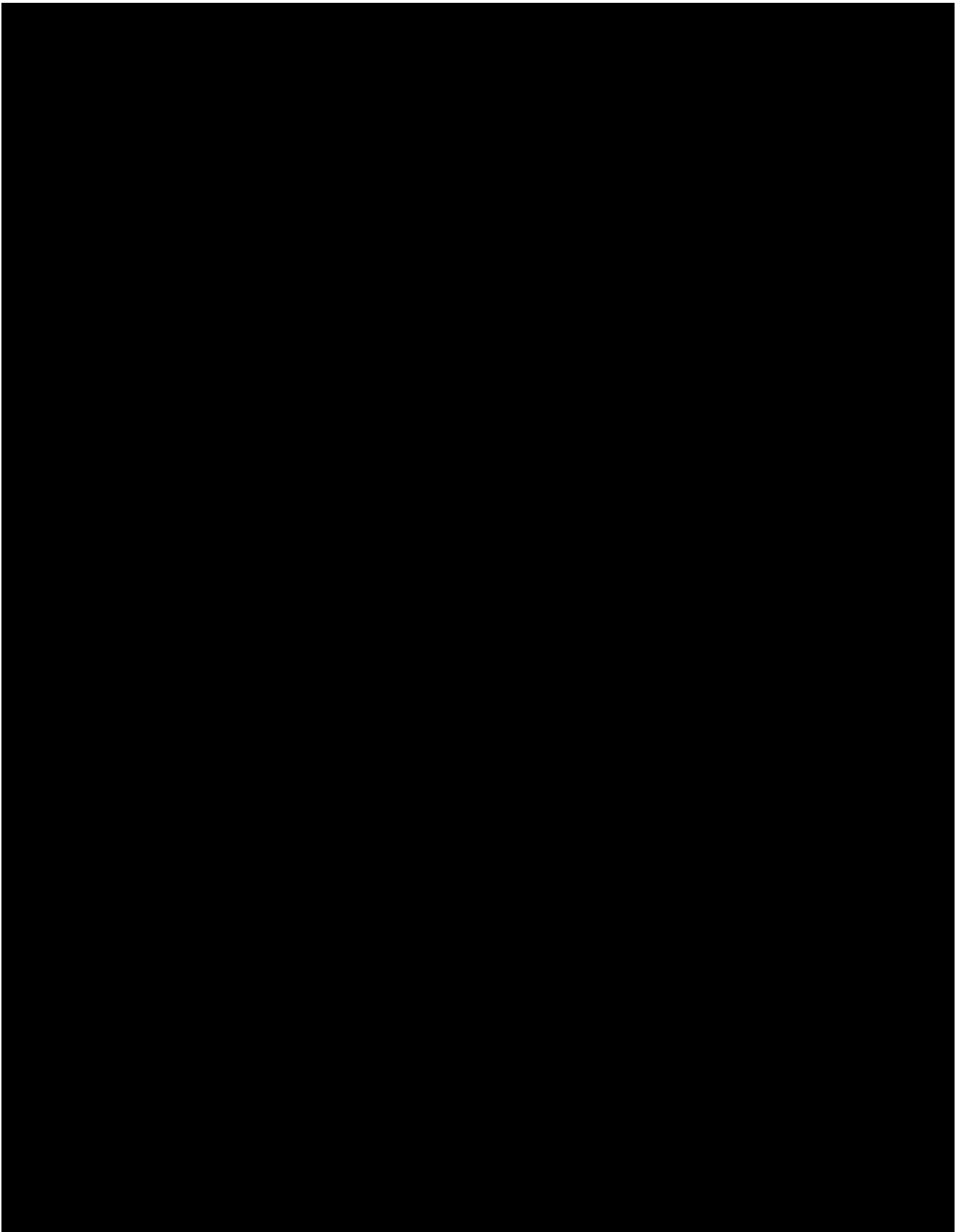














Section 3.26
Insurance

1. Item 45 set forth in Schedule 3.9 of this SunTrust Disclosure Schedule is incorporated by reference herein.

Section 3.27
Investment Advisor Subsidiary

(a)

1. Item 5 and the 401(k) Plan Class Action set forth in Schedule 3.9 of this SunTrust Disclosure Schedule are incorporated by reference herein.
2. On September 14, 2017, the SEC issued a Cease and Desist Order against SunTrust Investment Services, Inc., in Administrative Proceeding File No. 3-18178, for alleged violations of the Securities Exchange Act of 1934 and the Investment Advisers Act of 1940.

(b)

1. The 401(k) Plan Class Action is incorporated by reference herein.

Section 3.29
Broker-Dealer Subsidiary

(a)

1. The items set forth in Section 3.5 of this SunTrust Disclosure Schedule are incorporated by reference herein.

Section 5.2
Forbearances

1. SunTrust and its Subsidiaries may incur indebtedness in the form of senior debt and bank notes on terms (other than pricing terms) consistent with past practice, and may roll forward any short-term FHLB advances for a further maturity no longer than one year.
2. [REDACTED]
3. SunTrust may pay preferred dividends on the preferred stock issued by SunTrust's REIT Subsidiaries listed below in the ordinary course of business consistent with past practice and the terms of the preferred stock in effect as of the date hereof:
 - STB Real Estate Holdings (Commercial), Inc.
 - STB Real Estate Holdings (Household Lending), Inc.
 - STB Real Estate Holdings (Residential), Inc.
 - SunTrust Real Estate Investment Corporation
4. SunTrust and its Subsidiaries may sell or sell and lease back bank branches or other owned offices in a manner consistent in all material respects with past practice over the twelve-month period preceding the date of the Agreement.
5. SunTrust and its Subsidiaries may continue to conduct ordinary course transactions in its community capital and structured real estate businesses, including the formation of single purpose entities in order to purchase and sell real estate.
6. [REDACTED]
7. It is understood that settlements of claims, suits, actions or proceedings for monetary remedies of not more than \$100,000,000 in the aggregate shall not be considered material for purposes of Section 5.2(g) of the Agreement.
8. It is understood that investments or acquisitions for consideration of not more than \$100,000,000 in one or a series of related transactions shall not be considered material for purposes of Section 5.2(d) of the Agreement.
9. [REDACTED]
10. [REDACTED]

[REDACTED]

11. In establishing performance goals and/or determining the achievement of applicable performance goals under SunTrust's bonus and other incentive plans with respect to 2019 performance, SunTrust may account for the transactions contemplated by the Agreement and any costs and expenses associated with the transactions contemplated by the Agreement or any nonrecurring charges that would not reasonably be expected to have been incurred by SunTrust and its Subsidiaries had the transactions contemplated by the Agreement not arisen (collectively, the "Transaction Expenses").

12. [REDACTED]

13. [REDACTED]

14. With respect to SunTrust PSU Awards for which performance results are measured pursuant to Section 1.8(e) of this Agreement, SunTrust may take into account the impact of Transaction Expenses, as reasonably determined by the SunTrust Compensation Committee, in determining the level of actual performance.

15. [REDACTED]

16. [REDACTED]

24. If the Closing Date is not reasonably expected to occur by October 31, 2019, then on or after August 1, 2019, SunTrust may, in consultation with BB&T, enter into new contracts and extensions of existing contracts with SunTrust Benefit Plan providers (including any health plan providers) in the ordinary course of business consistent with past practice for the 2020 fiscal year; provided that any such contracts or extensions of existing contracts shall be terminable with up to 60 days' prior notice (or such shorter period as can be negotiated).

25. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Section 6.19
Treatment of SunTrust Indebtedness

1. Indenture dated as of September 10, 2007 between SunTrust and U.S. Bank National Association, as Trustee, to be used in connection with the issuance of Senior Debt Securities, incorporated by reference to Exhibit 4.1 to SunTrust's Form 8-K filed on September 10, 2007.
2. Form of Indenture between SunTrust and U.S. Bank National Association, as Trustee, to be used in connection with the issuance of Subordinated Debt Securities (incorporated by reference to Exhibit 4.4.2 to SunTrust's Form S-3 filed on September 5, 2006).
3. Indenture, dated as of May 1, 1993 between registrant and The First National Bank of Chicago, as Trustee, incorporated by reference to Exhibit 4(b) to Registration Statement No. 33-62162.
4. Indenture, dated as of May 1, 1993 between registrant and PNC, N.A., as Trustee, incorporated by reference to Exhibit 4(a) to Registration Statement No. 33-62162.
5. Indenture, dated as of March 27, 1997 between National Commerce Financial Corporation and The Bank of New York, as Trustee, incorporated by reference to Exhibit 4.1 to the Registration Statement on Form S-4 of National Commerce Bancorporation (File No. 333-29251).
6. Form of Indenture between registrant and The First National Bank of Chicago, as Trustee, to be used in connection with the issuance of Subordinated Debt Securities, incorporated by reference to Exhibit 4.4 to Registration Statement No. 333-25381 filed May 6, 1997.
7. First Supplemental Indenture dated as of March 27, 1997 between National Commerce Financial Corporation and the Bank of New York, as Trustee, incorporated by reference to Exhibit 4.2 to the Registration Statement on Form S-4 of National Commerce Bancorporation (File No. 333-29251).
8. Form of Indenture between registrant and The First National Bank of Chicago, as Trustee, to be used in connection with the issuance of Subordinated Debt Securities, incorporated by reference to Exhibit 4.4 to Registration Statement No. 333-46123 filed February 11, 1998.
9. Indenture, dated as of October 25, 2006, between SunTrust Banks, Inc. and U.S. Bank National Association, as Trustee, incorporated by reference to Exhibit 4.3 to the registrant's Registration Statement on Form 8-A filed on December 5, 2006.
10. Form of First Supplemental Indenture (to Indenture dated as of October 25, 2006) between SunTrust Banks, Inc. and U.S. Bank National Association, as Trustee, incorporated by reference to Exhibit 4.5 to the registrant's Registration Statement on Form 8-A filed on October 24, 2006.

Section 9.6
Knowledge

1. William H. Rogers, Jr.
2. L. Allison Dukes
3. Ellen C. Koebler
4. Mark A. Chancy
5. Hugh S. Cummins, III
6. Ellen M. Fitzsimmons

Public Exhibit 4

Market Maker Information

20. Provide a list of financial instruments for which either BB&T or SunTrust acts as a market maker.

BB&T acts as a market maker for:

Product Name

Equity Securities

SunTrust acts as a market maker for:

Product Name

Agency Collateralized Mortgage Obligations (CMO)

Agency Mortgage Backed Securities (MBS)

Asset Backed Securities (ABS)

Caps/Floors/Collars

Certificates of Deposit (CD)

Commercial Paper (CP)

Commodity Cap/Floors/Collars

Commodity Swaps

Commodity Swaptions

Convertible Preferred Securities

Convertible Securities

Credit Risk Participation Agreements

Cross Currency Swap

Currency Forward: Forward

Currency Forward: Window Forward

Currency Options

Equity Securities

ETFs

Foreign Exchange Swaps

Forward Rate Agreements

FX Risk Participations

High Yield Corporate Bonds and Notes

Investment Grade Corporate Bonds and Notes

Loans guaranteed by the Small Business Administration (Including strips)

Mortgage-Linked Amortizing Notes (MLAN)

Municipals (including When-Issueds; municipalities, hospitals, charities and private universities)

Non-Deliverable Forwards

OTC Options

Private Label Collateralized Mortgage Obligations (Private Label CMO)

Private Label Mortgage Backed Securities (Private Label MBS)

Securities guaranteed by the Small Business Administration (SBA Securities including When-Issueds)

Spot

SunTrust Index Linked CDs (SILC)

SunTrust Index Linked Notes (SILN)

Swap

Swaption

Treasury Locks

U.S. Agencies (including When-Issueds)

U.S. Preferred Equity Securities

U.S. Treasury Bills, Notes, Bonds, STRIPS, TIPS, and FRNs (including When-Issueds)

Unsecured Obligations issued by SunTrust Banks, Inc. (SMLN)

Warrants

Whole Loans

Public Exhibit 5

Level 3 Assets

22. Report specific Level 3 Assets and the corresponding amounts held by both BB&T and SunTrust. For the definition of Level 3 Assets, refer to the Instructions to Schedule D of the FR Y-15. Sch D Line 10

SunTrust Level 3 Asset - 12/31/2018			BB&T Level 3 Asset - 12/31/2018		
	(in \$000s)			(in \$000s)	
Level 3 Asset	Balance	Total in G506	Level 3 Asset	Balance	Total in G506
		\$ 2,166,777			\$ 1,907,000
Derivative contracts - IRLCs	20,283		AFS Securities Non-agency MBS	391,000	
Loans held for investment	163,232		Trading securities	3,000	
Mortgage servicing rights	1,983,261		Mortgage Servicing Rights	1,108,000	
			Private equity and similar investments (Venture Capital)	393,000	
			Derivative Assets	12,000	
Total	2,166,776		Total	1,907,000	